



महाराष्ट्र MAHARASHTRA

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BT 137091

प्रधान मुद्रांक कार्यालय, मुंबई.
प.म.वि.क्र. ८००००९५
15 SEP 2022
सक्षम अधिकारी

श्री. सुनिल पिसाळ

This stamp paper forms an integral part of the registrar agreement dated September 30, 2022, entered into between Rashi Peripherals Limited and Link Intime India Private Limited.

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22 SEP 2022

001879



अतिरिक्त - 9 Annexure - 1
सुश्रावक विवाद घेणवपाची फाव
सुश्रावक विवाद घेणवपाची फाव

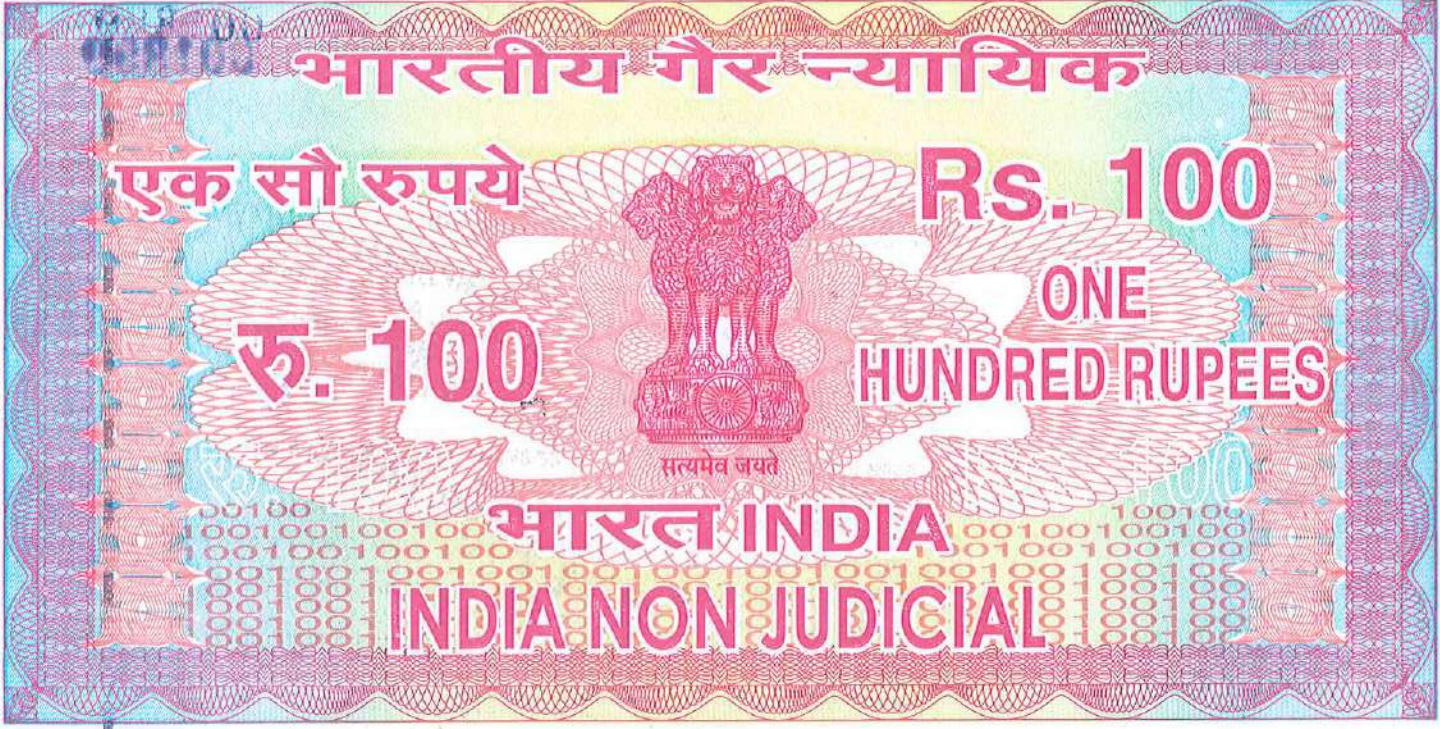
RASHI PERIPHERALS LIMITED
5th Floor, Aristo House,
Telli Galli Corner,
Andheri (E), Mumbai 400 089.

सुश्रावक विवाद घेणवपाची फाव
परवाना क्रमांक: ८००००१५
सुश्रावक विवाद घेणवपाची फाव
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परवाना क्रमांक: ८००००१५

22 SEP 2022

सुश्रावक विवाद घेणवपाची फाव
परवाना क्रमांक: ८००००१५
17 SEP 2022
सुश्रावक विवाद घेणवपाची फाव

सुश्रावक विवाद घेणवपाची फाव



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प्रधान मुद्रांक कार्यालय, मुंबई.
प.म्.वि.क्र. ८००००९५
15 SEP 2022
सक्षम अधिकारी

श्रीमती लता सांगळे

This stamp paper forms an integral part of the registrar agreement dated September 30, 2022, entered into between Rashi Peripherals Limited and Link Intime India Private Limited.

22 SEP 2024

001890

जाइपत्र-9 Annexure - 1

केवल प्रमाणपत्रसाठी Only for Affidavit

सुरासक विवरण घेणाऱ्याचे नाव

सुरासक विवरण घेणाऱ्याचे वडीलांचे नाव

सुरासक विवरणासाठी कोण याने अर्ज दिला आहे

RASHI PERIPHERALS LIMITED
5th Floor, Aristo House,
Telli Gaur Corner,
Andheri (E), Mumbai-400 089.

सुरासक विवरण घेणाऱ्याची पत्नी

परवाना क्रमांक : 1000094

सुरासक विवरणीचे (अनुमोदन) : कोरवी रोड, अंधेरी (पूर्व), मुंबई - ४२.

राज्यीय कार्यालय/प्रमाणपत्रासाठी प्रमाणित राखण कार्यालयी मुद्रा

कायदाची अंमलबजावणीसाठी (संलग्न आदेश दि. ०१/०६/२००७) मुद्रा

या प्रमाणपत्रासाठी त्यांनी सुरासक जाहीर केला त्यांनी त्याच प्रमाणपत्रासाठी सुरासक करणे

अत्यावश्यक पुरावे/सुरासक सादरपणे संभवत असल्याचे आहे.

22 SEP 2024

Handwritten signature

12 SEP 2024
विभागीय मुद्रा

विभागीय मुद्रा



महाराष्ट्र MAHARASHTRA

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प्रधान मुद्रांक कार्यालय, मुंबई.
प.मू.वि.क्र. ८००००९५
15 SEP 2022
सक्षम अधिकारी

श्रीमती लता सांगळे

This stamp paper forms an integral part of the registrar agreement dated September 30, 2022, entered into between Rashi Peripherals Limited and Link Intime India Private Limited.

22 SEP 2022

001891

ऑडिपत्र - 9 Annexure - 1
केवळ प्रतिज्ञापत्रासाठी Only for Affidavit

मुद्रांक विकत घेण्यासाठी आहे

मुद्रांक विकत घेण्यासाठी प्रतिज्ञापत्रासाठी
मुद्रांक विकत घेण्यासाठी आहे

RACMI PERIPHERALS LIMITED
5th Floor, Aaristo House,
Telli Galli Corner,

Andhari (E), Mumbai-400 069.

मुद्रांक विकत घेण्यासाठी आहे

परवानगाच्या मुद्रांक विकत घेण्यासाठी आहे

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12 SEP 2022

मुद्रांक विकत घेण्यासाठी आहे

SEPTEMBER 30, 2022

REGISTRAR AGREEMENT

BY AND AMONGST

RASHI PERIPHERALS LIMITED

AND

LINK INTIME INDIA PRIVATE LIMITED

This **REGISTRAR AGREEMENT** (the “**Agreement**”) is entered into on September 30, 2022 among:

RASHI PERIPHERALS LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at Ariisto House, 5th Floor, Telli Galli, Andheri (East), Mumbai, 400069, Maharashtra, India (hereinafter referred to as the “**Company**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the **FIRST PART**;

AND

LINK INTIME INDIA PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, as amended, and having its registered office at C-101, 247 Park, L B S Marg, Vikhroli (West), Mumbai 400 083, Maharashtra, India (hereinafter referred to as the “**Registrar**” or “**Registrar to the Offer**”), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the **THIRD PART**.

In this Agreement, the Registrar and the Company are hereinafter individually referred to as a “**Party**” and collectively as “**Parties**”.

WHEREAS

- A. The Company proposes to undertake an initial public offering of equity shares of face value of INR 5 each of the Company (the “**Equity Shares**”), comprising a fresh issue of Equity Shares by the Company aggregating up to INR 7,500 million (the “**Fresh Issue**” or the “**Offer**”), in accordance with the Companies Act (as defined herein), the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 (the “**SEBI ICDR Regulations**”) and other Applicable Law (as defined herein), at such price as may be determined through the book building process under the SEBI ICDR Regulations and agreed to by the Company, in consultation with JM Financial Limited and ICICI Securities Limited (together, the “**BRLMs**” or the “**Book Running Lead Managers**”, and such price, the “**Offer Price**”). The Offer may include allocation of Equity Shares to certain Anchor Investors (as defined herein), in consultation with the BRLMs, on a discretionary basis, in accordance with the SEBI ICDR Regulations. The Offer will be made to Indian institutional, non-institutional and retail investors in accordance with ICDR Regulations. The Offer includes an offer (i) outside the United States, to institutional investors in “offshore transactions” as defined in and in reliance upon Regulation S (“**Regulation S**”) under the United States Securities Act of 1933, as amended (the “**U.S. Securities Act**”) and in each case in compliance with the applicable laws of the jurisdictions where offers and sales are made; and (ii) within the United States, only to persons reasonably believed to be “qualified institutional buyers” (as defined in Rule 144A under the U.S. Securities Act (“**Rule 144A**”)) in transactions exempt from the registration requirements of the U.S. Securities Act. The Company may, in consultation with the BRLMs, consider a private placement of specified securities for an amount aggregating up to ₹ 1,500 million, at their discretion, prior to filing of the Red Herring Prospectus (as defined below) with the RoC (“**Pre-IPO Placement**”). If the Pre-IPO Placement is completed, the amount raised pursuant to the Pre-IPO Placement will be reduced from the Fresh Issue.
- (A) The board of directors of the Company (“**Board**”), pursuant to a resolution dated September 23, 2022, have approved and authorized the Offer. The shareholders of the Company have approved the Fresh Issue pursuant to a resolution dated September 23, 2022.
- (B) The Company has approached the Book Running Lead Managers, to manage the Offer on such terms and conditions as agreed with them and the Book Running Lead Managers have accepted the engagement in terms of the fee letter.

- (C) The Registrar is an entity registered with the Securities and Exchange Board of India (“SEBI”) under the Securities and Exchange Board of India (Registrars to an Issue and Share Transfer Agents) Regulations, 1993, as amended (“RTA Regulations”) and has a valid and subsisting registration with SEBI, bearing registration number INR000004058.
- (D) The Company have approached the Registrar to act as the registrar to the Offer in accordance with the terms and conditions detailed in this Agreement (the activities pertaining to the Registrar are hereinafter collectively referred to as the “Assignment”) and such Assignment includes all responsibilities required to be discharged by a registrar to the issue in the manner as required under the various rules and regulations as applicable, passed by SEBI as empowered under the provisions of the Securities and Exchange Board of India Act, 1992 (“SEBI Act”) and the Registrar has accepted the Assignment. Registrar has been appointed to act as the Registrar to the Offer pursuant to this Agreement. The Board/IPO Committee by its resolution dated September 23, 2022 have approved the appointment of Link Intime India Private Limited as the Registrar to the Offer.
- (E) In terms of Regulation 9A (1)(b) of the RTA Regulations, the Registrar is required to enter into a valid and legally binding agreement with the Company for the Assignment, *inter alia*, to define the allocation of duties and responsibilities among the Parties, pursuant to which the Parties are entering into this Agreement.
- (F) In accordance with the SEBI ICDR Regulations, the ASBA (as defined below) process is mandatory for all investors (except Anchor Investors). The Anchor Investors are required to Bid only through the non-ASBA process in the Offer. Relevant Bidders may also participate through the unified payment interface (“UPI”) process, in accordance with, and based on the timeline and conditions prescribed under the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated November 1, 2018, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/50 dated April 3, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28, 2019, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019, SEBI circular no. SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019, SEBI/HO/CFD/DIL2/CIR/P/2020/50 dated March 30, 2020, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021, SEBI circular no. SEBI/HO/CFD/DIL1/CIR/P/2021/47 dated March 31, 2021, SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021, SEBI circular no. SEBI/HO/CFD/DIL2/P/CIR/P/2022/45 dated April 5, 2022, SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022 and SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/75 dated May 30, 2022, and any subsequent circulars or notifications issued by SEBI in this regard (collectively, the “UPI Circulars”) and any other applicable laws. The UPI Circulars are being implemented with effect from January 1, 2019 in a phased manner and the Parties agree to abide by the UPI Circulars, as may be applicable, and the obligations of Parties under the UPI Circulars and any instructions issued thereon by SEBI shall be deemed to be incorporated in this Agreement. Accordingly, to the extent the obligations of any of the Parties contained in this Agreement are contrary to the UPI Circulars, the UPI Circulars shall prevail.
- (G) All capitalized terms used in this Agreement shall, unless specifically defined herein or required by the context in which they are referred to, have the meanings assigned to them in the draft red herring prospectus, the red herring prospectus and the prospectus in relation to the Offer, including any amendments, addenda or corrigenda issued thereto (collectively, the “Offer Documents”), to be filed with the SEBI and the Registrar of Companies, Maharashtra, at Mumbai (the “Registrar of Companies”), and also with the BSE Limited and the National Stock Exchange of India Limited (together with BSE Limited, the “Stock Exchanges”), as may

be applicable and the Offer Agreement to be executed among the Company and the Book Running Lead Managers in relation to the Offer.

- (H) Further, the Company, to the extent permissible under the terms of this Agreement, shall instruct the Registrar to the Offer to follow, co-operate and comply with the instructions given by the BRLMs.

NOW THEREFORE, in consideration of the mutual representations, warranties, assurances and provisions set forth hereinafter, the Parties do hereby agree as follows:

1. INTERPRETATION

In this Agreement, unless the context otherwise requires:

- (a) words denoting the singular number shall include the plural and vice versa;
- (b) words denoting a person shall include an individual, corporation, company, partnership, trust or any other entity having legal capacity;
- (c) heading and bold type face are only for convenience and shall be ignored for the purposes of interpretation;
- (d) references to the word “include” or “including” shall be construed without limitation;
- (e) references to this Agreement or to any other agreement, deed or other instrument shall be construed as a reference to this Agreement or to such agreement, deed or other instrument as the same may from time to time be amended, varied, supplemented or noted or any replacement or novation thereof;
- (f) references to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be amended, consolidated, modified, extended, re-enacted or replaced;
- (g) “Working Day” shall mean all days on which commercial banks in Mumbai are open for business; provided however, with reference to (a) announcement of Price Band and (b) Bid/ Offer Period, the term Working Day shall mean all days, excluding Saturdays, Sundays and public holidays on which commercial banks in Mumbai are open for business; and (c) the time period between the Bid/ Offer Closing Date and the listing of the Equity Shares on the Stock Exchanges, “Working Day” shall mean all trading days of the Stock Exchanges excluding Sundays and bank holidays in India, as per circulars issued by SEBI, including the UPI Circulars;
- (h) in this Agreement, the term “ASBA” shall mean the application (whether physical or electronic) used by an ASBA Bidder to make a Bid by authorising a Self Certified Syndicate Bank (“SCSBs”) to block the Bid Amount in the ASBA Account and will include applications made by the relevant Bidders using the UPI Mechanism;
- (i) any reference to any Party to this Agreement or any other agreement or deed or instrument shall include its successors or permitted assigns;
- (j) references to an article, section, clause, paragraph, recital, preamble, schedule or annexure is, unless indicated to the contrary, a reference to an article, section, clause, paragraph, recital, preamble, schedule or annexure of this Agreement;

- (k) references to the Offer Documents shall mean the draft red herring prospectus, red herring prospectus and prospectus filed in relation to the Offer as of their respective dates;
 - (l) time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence;
 - (m) references to a number of days shall mean such number of calendar days unless otherwise specified. When any number of days is prescribed in this Agreement, such number of days shall be calculated exclusive of the first day and inclusive of the last day; and
 - (n) the Parties acknowledge and agree that the Schedules attached hereto form an integral part of this Agreement.
2. The Company hereby appoints Link Intime India Private Limited as the registrar to the Offer and the Registrar accepts such appointment by accepting the terms of appointment and signing this Agreement through its authorized signatory.
 3. The Registrar hereby undertakes to perform and fulfil the Assignment, as described herein (including all such works which are not specifically mentioned herein, but implied for completion of the Assignment), and to provide such other functions, duties, obligations and services as are mentioned herein and required as per applicable laws (including the rules, regulations, guidelines, directions and circulars prescribed by SEBI) and the applicable provisions of the SEBI ICDR Regulations and the Companies Act, ("**Applicable Laws**") in respect of the Offer. The Registrar undertakes that it shall be its sole and absolute responsibility to ensure that the Assignment is performed in a professional and timely manner in compliance with Applicable Laws and such functions, duties, obligations and services as required under the terms of this Agreement.
 4. The rights and obligations of each of the Parties under this Agreement shall (unless expressly otherwise set out under this Agreement in respect of any joint and several obligations) be several and not joint, and none of the Parties shall be responsible or liable, directly or indirectly for any acts or omissions of any other Party.
 5. The Registrar represents, warrants, declares and undertakes to the Parties that:
 - a) It is duly incorporated and validly exists under Applicable Laws. The certificate of registration dated July 15, 2014 bearing registration number INR000004058, issued to the Registrar as permanent registration by SEBI shall remain in force at all times till the completion of the Assignment including by taking prompt steps for renewal and the Registrar will keep the Company, and the Book Running Lead Managers informed in writing on an immediate basis if its registration with the SEBI is cancelled, suspended, withheld or revoked or if it is prohibited or restricted from performing the activities mentioned in this Agreement by any regulatory, statutory, judicial, governmental, quasi-judicial and / or administrative authority. A copy of the registration certificate from SEBI is attached as **Schedule III** hereto.
 - b) It shall keep and maintain the books of accounts and documents specified in Regulation 14 and Regulation 15 of the RTA Regulations, in respect of the eight preceding financial years for a minimum period of eight years from the date of listing and commencement of trading of the Equity Shares pursuant to the Offer or such longer period as may be required under Applicable Laws.
 - c) Any and all records/documents referred to and forming part of the Annexure to SEBI circular bearing reference no. SEBI/HO/MIRSD/DOP1/CIR/P/2018/73 dated April 20, 2018, shall be preserved and maintained by the Registrar for a period of not less than

eight years after completion of the Offer on behalf of the Company or such later period as may be prescribed under Applicable Law.

- d) It is not an associate and shall not be deemed to be an associate of the Company, for the purposes of the RTA Regulations.
- e) It has a clean track record and no penalty has been imposed upon it by SEBI in the past. It has not violated any of the conditions subject to which its SEBI registration has been granted and that no disciplinary or other proceedings have been commenced by SEBI or any other statutory, regulatory, judicial, quasi-judicial, administrative, governmental or supervisory authority or court/ tribunal and that it is not debarred or suspended by the SEBI or any other statutory, regulatory, governmental, quasi-judicial, judicial, administrative or supervisory authority from carrying on its activities as a 'Registrar to an Issue', by the SEBI or any other regulatory authority, including the Assignment. In case any prohibiting orders are passed restricting it from carrying out the Assignment, it agrees to promptly inform the Company, and the Book Running Lead Managers of such orders in writing and cooperate at no additional costs to establish alternate arrangements as may be necessary for carrying out the Assignment and to complete the Offer as per the mandated regulatory timelines including but not limited to transfer of Offer related data and files to such replacement registrar as specified by the Book Running Lead Managers in consultation with the Company. In the event, (i) the Company, its affiliates, advisors, its successors, and its directors, officers, employees and agents (collectively, along with the Company (the "**Company Indemnified Parties**"), and / or (ii) the Book Running Lead Managers or any of their respective affiliates and each of their respective partners, management, promoters, directors, officers, employees, associates, advisors, representatives, successors, intermediaries, and authorized agents or other persons acting on its behalf and permitted assigns and/or any person that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with such indemnified persons within the meaning of SEBI ICDR Regulations read with the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, Section 15 of the U.S. Securities Act or Section 20 of the U.S. Securities Exchange Act, 1934 (collectively, along with Book Running Lead Managers, the "**BRLMs' Indemnified Parties**"), incur any loss due to such inability of the Registrar to carry on the Assignment, the cause of which is attributable to the Registrar, the Registrar shall indemnify the Company Indemnified Parties, each of the BRLMs' Indemnified Parties (severally and not jointly, as applicable, in accordance with the terms of this Agreement and the Letter of Indemnity (as defined below).
- f) It shall perform the Assignment with the highest standards of integrity and fairness and shall abide by the code of conduct as specified in Schedule III of the RTA Regulations and all other applicable rules, regulations, guidelines, circulars, directions and notifications issued by SEBI, from time to time, including the SEBI ICDR Regulations and the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 ("**SEBI Listing Regulations**") and any other Applicable Laws and shall act in an ethical manner in all its dealings pursuant to this Agreement with the Company, , the Book Running Lead Managers, any other person in relation to the Offer including any other intermediaries and the Bidders. The Registrar will not take up any activities which are or likely to be in conflict with the interests of the Company, the BRLMs' Indemnified Parties and any other person in relation to the Offer including any other intermediaries and the Bidders or contrary to or in violation of any rules, regulations, guidelines or orders/directions issued by SEBI, from time to time or Applicable Laws.

- g) It shall make adequate disclosure in writing to the Company and the Book Running Lead Managers of any existing and/or potential areas of conflict of interest and duties which are likely to impair its ability to render fair, objective and unbiased service in relation to the Assignment. It shall immediately notify the Company and the Book Running Lead Managers in writing of delays or errors in completion of any of the formalities in the performance of the Assignment and other services indicated herein and shall indemnify the Company Indemnified Parties and each of the BRLMs' Indemnified Parties for any losses caused due to such error or delays, if such error or delays are caused by the acts/actions of the Registrar, in accordance with the terms of this Agreement. It shall cooperate and comply with any instructions that the Company and the Book Running Lead Managers, may provide in respect of the Offer.
- h) It shall carry out the Assignment and complete all the formalities accurately, diligently with due care and caution and within the specified time limits as per the Applicable Laws, including without limitation, the SEBI ICDR Regulations, the UPI Circulars, the rules, regulations and bye-laws of the Stock Exchanges, the equity listing agreements to be entered into by the Company with the Stock Exchanges, as amended from time to time, and the guidelines, regulations, notifications and circulars issued by SEBI from time to time, including under the SEBI Listing Regulations. It shall immediately notify the Company and the Book Running Lead Managers in writing of any errors, delays or anticipated delays in completion of any of the formalities in relation to the performance of the Assignment. The Registrar shall also notify the Company and the Book Running Lead Managers in writing of any errors committed while completing any of the formalities which could not be prevented and any corrective action taken in that regard.
- i) It has the required infrastructure, facilities, qualified personnel, capacity, capability, back-up, data maintenance and disaster recovery systems and the net worth as stipulated under the RTA Regulations to honour its obligations and liabilities under this Agreement. It shall have a dedicated separate team of personnel handling post-Offer correspondence.
- j) It shall ensure that adequate resources including sufficient qualified manpower is dedicated in the performance of the Assignment and other services indicated herein and that due care, diligence and caution shall be taken to ensure that there are no errors in the services to be performed by the Registrar.
- k) It is a 'fit and proper person' as per the criteria specified in Schedule II of the Securities and Exchange Board of India (Intermediaries) Regulations, 2008, as amended.
- l) It shall cooperate and comply with any instructions that the Company and the Book Running Lead Managers may provide in respect of the Offer in accordance with this Agreement and subject to Applicable Laws.
- m) Providing inputs for finalizing the Banker(s) to the Offer and assist in identification of the collecting branches at the collection centres, once finalized;
- n) Assisting BRLMs to ensure compliance of all post-Offer activities within time as prescribed under applicable laws;
- o) Communicating all complaints received from investors pertaining to, among others, blocking or unblocking of funds, immediately on receipt, to the BRLMs, and ensuring the effective redressal of such grievances

- p) It has connectivity with the depositories, namely the National Securities Depository Limited (“NSDL”) and Central Depository Services (India) Limited (“CDSL”, and together with NSDL, the “**Depositories**”).
- q) The Demographic Details given by the Bidders in the ASBA Forms and Anchor Investor Bid cum Application Forms will not be used by it for purposes other than in relation to the Offer.
- r) It is not subject to any litigation, or injunction or order of SEBI or any court or regulatory, statutory, judicial, quasi-judicial, governmental and/or administrative authority that seeks to prevent it from entering into this Agreement or performing the Assignment in any manner or acting as the registrar in relation to any public offering by a company, including the Offer. It shall immediately notify the Company and the Book Running Lead Managers in writing of any such litigation, or injunction or order of SEBI or any court or regulatory, statutory, judicial, governmental, quasi-judicial and/or administrative authority.
- s) There is no show cause notice received by it, or any pending investigation or inquiries against it, the outcome of which may affect the Registrar’s ability to perform the Assignment and/ or its duties or obligations under this Agreement.
- t) The Registrar is duly incorporated and validly exists under Applicable Laws. This Agreement has been duly authorised, executed and delivered by it, and constitutes valid and legally binding obligation on the Registrar, enforceable in accordance with the terms of this Agreement. The execution, delivery and performance of this Agreement and the performance of the Assignment by the Registrar does not violate, or constitute a breach of the constitutional documents of the Registrar, any law, regulation, court or tribunal order to which the Registrar is subject to, or any agreement, deed or undertaking entered into by the Registrar.
- u) In the event the Registrar is unable to continue to act as a registrar to an issue, at any point of time, due to any order, direction or injunction of any statutory, judicial, quasi-judicial, governmental, administrative or regulatory authority, or otherwise, it shall immediately inform the Company and the Book Running Lead Managers in writing and take steps, in consultation with and as per the directions of the Company and the for a smooth transition of the data pertaining to the Offer or Equity Shares held by the Registrar (at no cost to the Company or the for such transition) to another registrar as may be appointed by the Company, in consultation with the Book Running Lead Managers. Notwithstanding the above, the Registrar shall continue to be liable for any acts done prior to such transition.
- v) It has duly appointed an officer who shall be responsible for monitoring the compliance with the SEBI Act and other rules and regulations, notifications, guidelines, instructions, circulars etc., issued by SEBI or the Central Government and for redressal of investor grievances.
- w) It shall keep the Company and the Book Running Lead Managers fully informed in writing about the progress with regard to any legal action initiated against it and/or any of its group entities by any regulatory or statutory or judicial or quasi-judicial or governmental or administrative authority from time to time. The Registrar shall, in the event of any change in its status or constitution, obtain the permission of SEBI and any other regulatory, judicial, quasi-judicial, governmental, administrative, statutory authority, as may be applicable and shall immediately inform the Company and the Book Running Lead Managers of such change in status or constitution in writing.

- x) The Registrar shall hand-over to the Company, as applicable, all the records/ data and all related documents which are in its possession in its capacity as a Registrar to the Offer, within 15 (fifteen) days from the date of termination of this Agreement or within fifteen days from the date of expiry/cancellation of its certificate of registration as registrar to an issue, whichever is earlier.
5. The Company hereby declares that it has complied with and agrees to comply with all statutory formalities under the Companies Act, the SEBI ICDR Regulations, as amended, and all other Applicable Laws, rules, regulations and guidelines, as required, to enable it to make the Offer. If the Registrar receives any instructions from the Company under this Agreement which are in violation of any Applicable Laws or any other statutory / regulatory / judicial / administrative /governmental / quasi-judicial authority, the Registrar shall immediately notify the Company and the Book Running Lead Managers in writing about such instructions, pursuant to which the Company shall be free to withdraw, modify or clarify such instructions.
6. This Agreement entered into between the Company and the Registrar is for engaging Link Intime India Private Limited as the Registrar to the Offer and does not in any way bind the Company to appoint Link Intime India Private Limited as the registrar and share transfer agent of the Company. The Company has the absolute right to appoint any other agency as its registrar and share transfer agent, in consultation with the Book Running Lead Managers. In the event of appointment of any other agency as the registrar and share transfer agent of the Company other than Link Intime India Private Limited or its associates, the Registrar shall transfer/part with all and every information pertaining to the investors/shareholders available with the Registrar by virtue of being the Registrar to the Offer in a format compatible to the registrar and share transfer agent appointed by the Company in consultation with the Book Running Lead Managers, without any additional charges.
7. The Parties, severally and not jointly, agree to their respective functions, duties and obligations pertaining to the Assignment in respect of each activity as specified in **Schedule II** hereunder, which functions, duties and obligations are indicative and not exhaustive and generally conforms to the model agreement contemplated under the SEBI ICDR Regulations and the RTA Regulations. The Parties may include further activities agreed upon provided all the activities pertaining to the Assignment shall be listed and agreed upon between the Parties. Further, the Registrar agrees to undertake all the obligations and responsibilities as the Registrar to the Offer specified in this Agreement, the Underwriting Agreement, the Cash Escrow and Sponsor Bank Agreement, Syndicate Agreement or any other agreements in relation to the Offer to which it is a party, and the Offer Documents. The Registrar hereby consents to the inclusion of its name as the Registrar to the Offer, logo and other requisite details required under Applicable Laws, in the Offer Documents and in all other documents as are required for the Offer, and agrees to provide a consent letter in a form and manner satisfactory to the Company and the Book Running Lead Managers.
8. Without prejudice to the above, the duties of the Registrar in the Assignment will include, without limitation, the following activities:
- a) To enter into a 'Cash Escrow and Sponsor Bank Agreement' with the Company, Book Running Lead Managers, the Syndicate Members and the Bankers to the Offer (including the Sponsor Bank(s)) wherein the Registrar shall issue requisite instructions to the Bankers to the Offer in terms of the Cash Escrow and Sponsor Bank Agreement;
- b) To enter into a Syndicate Agreement with the Company, the Book Running Lead Managers and the Syndicate Members and an Underwriting Agreement with the Company and the Underwriters in terms of which the Registrar shall provide the necessary notices

and perform such other functions as may be agreed upon in accordance with such Underwriting Agreement;

- c) Liaising with the Depositories on behalf of the Company for obtaining the International Securities Identification Number (“**ISIN**”), and for finalizing the tripartite agreement to be entered into with the Company and the Depositories;
- d) Facilitating dematerialization, if required, of the Equity Shares held by the existing shareholders of the Company;
- e) Providing detailed instructions to the Bankers to the Offer (including the Sponsor Bank), and, SCSB, members of Syndicate, Collecting Depository Participants (“**CDPs**”), sub-syndicate members, collecting Registrar and Share Transfer Agents registered with the SEBI (“**CRTAs**”), , as applicable and Registered Brokers who are authorized to collect ASBA Forms from the Bidders in relation to the Offer (collectively, the “**Designated Intermediaries**”) including the format and timeline of receipt of information;
- f) Providing/specifying the format and timelines to the Designated Intermediaries, as applicable, in which information in relation to ASBA process (including the UPI Mechanism, as applicable) is required;
- g) Finalizing with the Company and the Book Running Lead Managers on the amount of processing fees and commission payable to SCSBs in respect of syndicate ASBA Bids, fees payable to the Sponsor Bank(s) for processing of Bids made using the UPI Mechanism and brokerage and selling commission for the Designated Intermediaries;
- h) Ensuring that, with respect to Bids made through using of the UPI Mechanism, there will be no physical movement of the ASBA Forms to the SCSBs;
- i) Ensuring that Bids made through the UPI Mechanism have been made only through the SCSBs/mobile applications whose name appears on the SEBI website (www.sebi.gov.in) on the following path:

Home » Intermediaries/Market Infrastructure Institutions » Recognised Intermediaries » Self Certified Syndicate Banks eligible as Issuer Banks for UPI;
- j) Intimating the Designated Intermediaries and the Sponsor Bank(s) before the Bid/Offer Opening Date, the basis of the commission/processing fees/selling commission payable, the Bid/Offer Opening Date and Bid/Offer Closing Date and time, including details of revisions (if any) in Price Band, Floor Price, Bid/Offer Period;
- k) Providing inputs for finalizing the Bankers to the Offer (including the Sponsor Bank(s));
- l) Providing detailed instructions to the Escrow Collection Banks (in relation to the Bids by Anchor Investors) and SCSBs and Designated Intermediaries, as applicable, including the format and timeline of receipt of information;
- m) Following up with the , Bankers to the Offer and the SCSBs for receipt of final certificates with respect to the subscription monies collected and reconciling any data mismatches with each , Banker to the Offer and SCSBs and advising the members of the syndicate to be appointed by the Book Running Lead Managers through the Stock Exchanges, of the mismatches, if any, that may warrant a correction of the Bid data;

- n) The Registrar shall be solely responsible for procuring and collecting the final certificates from the Escrow Collection Banks, Sponsor Bank(s) and all the SCSBs, including the syndicate SCSBs, participating in the Offer, within two Working Days from the closure of the Offer;
- o) While collecting the final certificates, the Registrar shall check the accuracy of the date of such certificates and confirm that such certificates, duly signed on the letterhead/ stamped, have been received within specified time limit as mentioned in the applicable regulations and relevant circulars issued by SEBI;
- p) Obtaining from the Depositories, the Demographic Details of the Bidders (including PAN and MICR code) and to check this data with the Bid file and highlight any discrepancies. In the event that the PAN is missing, the Registrar is to check whether the Bidder falls under the Sikkim category or any other exempt category;
- q) To review the sections related to Offer Procedure in the Offer Documents and confirm their accuracy;
- r) Receiving and providing inputs to the Company and the Book Running Lead Managers for designing and printing the Bid cum Application Forms and ensuring that the Floor Price or the Price Band is prefilled in the Bid cum Application Forms made available on the website of the Stock Exchanges and with the Designated Intermediaries;
- s) Advising the Company on the amount of stamp duty payable and mode of payment of such stamp duty on the Equity Shares being Allotted through the Offer, as applicable;
- t) Receiving inputs from the Company and the Book Running Lead Managers and preparing the Confirmation of Allocation Note (“CAN”), and the revised CAN (if any), for Anchor Investors, Allotment Advice for ASBA Bidders and any other pre and post Offer related stationery;
- u) Collecting within the timelines as prescribed under Applicable Laws and as specified by the Company and the Book Running Lead Managers and in accordance with Applicable Laws:
 - i. Bid cum Application Forms, reconciled data, bank schedules and final certificates from various centres of the SCSBs and Sponsor Bank/ Stock Exchanges and other Designated Intermediaries, as applicable, the Bid cum Application Forms with respect to Anchor Investors from the Book Running Lead Managers, and the data/information with respect to Bid Amount of Anchor Investors from the Escrow Collection Banks within the specified time limit as mentioned in the applicable regulations and relevant circulars issued by SEBI. The Registrar shall make best efforts to collect the aforesaid information and documents within the timelines prescribed under Applicable Laws;
 - ii. the electronic Bid data (including the ASBA Bid data) from the Stock Exchanges;
 - iii. Coordination and obtaining certificate of blocked funds, in respect of Bids made by way of the UPI Mechanism, from Sponsor Bank(s) after the Bid/Offer Closing Date
 - iv. Aggregate data in relation to the total number of Bids uploaded by the Designated Intermediaries and the Sponsor Bank(s) and the total number of Equity Shares

and the total amount blocked against the uploaded Bids, from each Designated Intermediary/Sponsor Bank/Stock Exchange;

- v. Soft and hard copies of bank schedules, reconciled data, provisional certificates and final certificates from all centres of the SCSBs and the Sponsor Bank(s)/Stock Exchanges, as applicable, and with respect to the Anchor Investors, the Anchor Investor Application Forms from the Book Running Lead Managers and the data / information with respect to the Bid Amount of Anchor Investors from the Escrow Collection Banks;
- vi. PAN, DP ID, UPI ID and Client ID and other demographic details of valid beneficiary accounts from the Depositories;
- vii. application form and relevant consignment details from Escrow Collection Banks and the SCSBs and other Designated Intermediaries; and
- viii. certificate of blocked funds, in respect of Bids made by UPI Bidders through the UPI Mechanism, from the Sponsor Bank(s) after the Bid/ Offer Closing Date.

in each case, in accordance with the instructions of the Company and the Book Running Lead Managers, subject to reporting any disruptions/delay in the flow of application forms from the Designated Intermediaries to the Company and the Book Running Lead Managers. The Registrar shall take all necessary steps to avoid any delay in order for the process to be completed within the applicable timelines;

- v) The Registrar shall ensure that timely follow-up and best efforts are carried out by it to collect all the Bid cum Application Forms;
- w) Assisting BRLMs to ensure compliance of all post-issue activities within the time prescribed under applicable laws;
- x) To process all Bids along with the bank schedules received from the Sponsor Bank(s), Escrow Collection Banks, the SCSBs and other Designated Intermediaries, as applicable, in respect of the Offer and the Bid file received from the Stock Exchanges in respect of the Offer;
- y) To advise the Designated Intermediaries through the Stock Exchanges of the mismatches, if any, that may warrant a correction of Bid data;
- z) To prepare a physical book on the basis of Bids received from Anchor Investors and delivering the same to the Company and the Book Running Lead Managers;
- aa) To screen, identify and list applications with technical errors, multiple applications or those that could be considered liable for rejection as per regulations issued by SEBI and other relevant government bodies and as specified in the Offer Documents and rejecting such applications in consultation with the Company and the Book Running Lead Managers. It is understood that a technical rejection list will be prepared based on the electronic Bid files received from the Stock Exchanges without reference to the physical Bid cum Application Forms;
- bb) On the Bid/Offer Closing Date, collect the Bid file from Stock Exchanges and validate the DP ID, Client ID, UPI ID and PAN with the Depositories' database and provide a file to the Book Running Lead Managers and concerned Designated Intermediary of the erroneous Bids which will be considered as invalid;

- cc) Deliver the Bid file received from the Stock Exchanges containing the application number, number of Equity Shares, amount and any other additional fields as may be required by the Escrow Collection Banks, to all the Escrow Collection Banks and the SCSBs who shall use such information for validation at their end;
- dd) To reconcile the compiled data collected from the Stock Exchanges with the details of collections/blocked amount received from the Escrow Collection Banks, the Sponsor Bank(s) and the SCSBs and the Book Running Lead Managers and match the same with the Depository database for correctness of DP ID, Client ID, UPI ID and PAN in terms of the SEBI ICDR Regulations;
- ee) Advising the members of the syndicate to be appointed by the Book Running Lead Managers of the mismatches, if any, that may warrant a correction of Bid data;
- ff) To inform the Designated Intermediaries and the Book Running Lead Managers of any errors in the Bid details, along with advice to send the rectified data within a specified date;
- gg) To reject the Bids in case the DP ID, Client ID, UPI ID and PAN mentioned in the Bid cum Application Form and as entered into the electronic Bidding system of the Stock Exchanges by the Designated Intermediaries and SCSBs do not match with the DP ID, Client ID, UPI ID and PAN available in the depository database and which have not been rectified by the relevant SCSB within the specified date;
- hh) To reject the ASBA Bids made by duplicate copies of the same Bid cum Application Form (i.e. ASBA Bids bearing the same unique identification number);
- ii) To forward the exception report to the Stock Exchanges for dissemination to the Designated Intermediaries no later than one Working Day from the Bid/Offer Closing Date, or such earlier time as may be prescribed under Applicable Laws;
- jj) To reject Bids made using the UPI Mechanism which are not made in accordance with the UPI Circulars;
- kk) To co-ordinate with the Escrow Collection Banks (in case of Bids by Anchor Investors), SCSBs and other Designated Intermediaries (in case of ASBA Bids) and Sponsor Bank(s) (through the Stock Exchanges) for submission of provisional and final certificates, after taking into account rectifications, if any, and reconciling any data mismatches with the Escrow Collection Banks, SCSBs and Sponsor Bank(s) or other Designated Intermediaries, as the case may be and ensuring the accuracy of such final certificates in accordance with applicable law;
- ll) To immediately inform the Company and the Book Running Lead Managers in case of any requests for withdrawals during the Bid/Offer Period and maintain the details of the request for withdrawals of Bids received and Bids submitted by the Bidders which have been withdrawn, during preparations of Basis of Allotment;
- mm) To ensure that the Basis of Allotment is in accordance with SEBI ICDR Regulations, guidelines and notifications and as specified in the Red Herring Prospectus and the Prospectus;
- nn) To complete and follow all processes indicated in the Offer Documents and General Information Document issued by SEBI;

- oo) To complete validation of beneficiary account details, including to confirm status of QIBs such as mutual funds, Systemically Important Non-Banking Financial Companies, banking companies and insurance companies;
- pp) To ensure that SCSBs applying through the ASBA process shall apply in the Offer through a separate account opened with another SCSB, and reject Bids by SCSB under technical grounds if the former is not complied with;
- qq) To assist in seeking approval of the Basis of Allotment with the Designated Stock Exchange as per the SEBI ICDR Regulations and the relevant provisions of the Offer Documents along with the Book Running Lead Managers and the Company;
- rr) To share the debit file with the Sponsor Bank(s) (through the stock exchanges) and SCSBs, as applicable, for credit of funds in the public offer account and unblocking of excess funds [in the accounts of the Bidders using the UPI Mechanism], upon approval of the Basis of Allotment;
- ss) To prepare the complete list of valid applications (after all rejections), and present the same category-wise to the Company and the Book Running Lead Managers;
- tt) To communicate to the Company and the Book Running Lead Managers at the earliest in the event of discrepancy between online system of the Stock Exchanges and the Escrow Collection Banks', Sponsor Bank's and the SCSBs' data;
- uu) To keep a proper record of Bid cum Application Forms and monies received from Bidders and which are either deposited in the Escrow Account(s) or blocked in the respective ASBA Accounts of the ASBA Bidders and reporting the amount of Bid cum Application Forms collected, monies received from the Bidders and the amount deposited in the Escrow Account(s) opened for the purposes of the Offer on a daily basis at the end of the Bidding to the Company and the Book Running Lead Managers;
- vv) To provide exceptions to enable the Company and the Book Running Lead Managers to take decision on the Bids;
- ww) To ensure that the Designated Intermediary's performance is calculated based on the broker/syndicate member terminal IDs and the application ranges shared by all the BRLMs, and the investor grievance is resolved based on the Bid file received from the Stock Exchanges and the data shared by all the SCSBs, and the data is retained for record keeping;
- xx) To enter accurate data based on physical Bid cum Application Forms for the purpose of preparation of Designated Intermediary performance report and for resolution of investor grievances, where applicable;
- yy) To validate the electronic bid details with the Depository records and to reconcile the final certificates received from the Sponsor Bank(s) and the SCSBs with the electronic Bid details in terms of the SEBI circular bearing reference no. CIR/CFD/DIL/3/2010 dated April 22, 2010, the SEBI circular bearing reference no. CIR/CFD/DIL/1/2011 dated April 29, 2011, SEBI circular bearing reference no. CIR/CFD/14/2012 dated October 4, 2012, SEBI circular bearing reference no. CIR/CFD/DIL/4/2013 dated January 23, 2013, SEBI circular bearing reference no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015, SEBI circular bearing reference no. CIR/CFD/DIL/1/2016 dated January 1, 2016 and SEBI circular bearing reference no. SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016, SEBI circular bearing reference no. SEBI/HO/CFD/DIL2/CIR/P/2018/22 dated February 15, 2018, and the SEBI circular

bearing reference no. SEBI/HO/MIRSD/DOP1/CIR/P/2018/73 dated April 20, 2018, SEBI circular bearing reference no. SEBI/HO/CFD/DIL1/CIR/P/2021/47 dated March 31, 2021 and the UPI Circulars on the basis of which the Basis of Allotment will be finalised and ensure compliance with all applicable regulations and guidelines including the UPI Circulars;

- zz) To prepare a statement of Bids proposed to be rejected, separately for QIBs, Non-Institutional Investors and Retail Individual Investors. The list should indicate the technical reasons for rejection of all above mentioned investor categories and should be provided within one Working Day from the Bid/Offer Closing Date, or such earlier time as may be prescribed under Applicable Laws;
- aaa) To undertake 'technical rejections' based on electronic bidding details and to prepare a technical rejection list based on the electronic Bid files received from the Stock Exchanges;
- bbb) To send the Confirmation Allocation Note ("CAN") to the Anchor Investors and the Allotment Advice to Bidders as applicable who have been Allotted Equity Shares in the Offer;
- ccc) To identify inactive demat accounts, if any, well in advance for effective lock-in in accordance with the applicable SEBI ICDR Regulations;
- ddd) To reconcile on a regular basis, the data between the Bids registered on the online bidding system of the Stock Exchanges and bank schedules and the final certificate received from the Sponsor Bank, Escrow Collection Banks and SCSBs; to deliver communication to the Company and the Book Running Lead Managers at the earliest in the event of discrepancy between Bids registered on the online bidding system of the Stock Exchanges and bank schedules and the final certificate received from the Sponsor Bank, Escrow Collection Banks and SCSBs. The Registrar shall discuss the results of such reconciliation with the Book Running Lead Managers, the Sponsor Bank(s), Escrow Collection Banks, SCSBs, and the Syndicate Members, in a timely manner;
- eee) To provide correct data in time and in no event less than two Working Days from the Bid/Offer Closing Date, or such earlier time as may be prescribed under Applicable Laws, to enable the Company in consultation with the Book Running Lead Managers to determine and finalize the Basis of Allotment after proper rejections of invalid or incorrect applications as per the Red Herring Prospectus and Prospectus and in compliance with SEBI ICDR Regulations in consultation with the Designated Stock Exchange for timely approval of the Basis of Allotment;
- fff) To prepare a list of Allottees entitled to Allotment of the Equity Shares, prepare instructions for unblocking and/or transfer of funds from the SCSBs, Sponsor Bank, Escrow Accounts and relevant ASBA Accounts to the Public Offer Account and the Refund Account as applicable and preparing the CAN, Allotment Advice in consultation with the Company and the Book Running Lead Managers, post communication of the Basis of Allotment by the Company and prepare funds transfer/unblocking schedule based on approved Basis of Allotment and to assist the Company for credit of Equity Shares upon Allotment/lock-in for pre-Offer capital within the timeline prescribed by SEBI from time to time and in giving instructions to the Depositories to carry out corporate action for credit of shares upon allotment/ lock-in for the pre-Offer share capital, as per the SEBI ICDR Regulations and to receive confirmation of lock-in within such time as may be prescribed under Applicable Laws, instructions to Sponsor Bank, SCSB's/Escrow Collection Bank for unblocking/transferring of funds to the Public Offer Account/Refund Account, within the prescribed timeline from the Bid/Offer Closing Date and lock-in, in

the timeline prescribed by SEBI from time to time. For any delay attributable to the Registrar, the Registrar will be held responsible and if any interest or any damages is payable on account of such delay then the Registrar shall be bound to indemnify each of the BRLMs' Indemnified Parties, the Company Indemnified Parties, for the cost incurred on account of payment of such interest or damages, in the manner set out in this Agreement and the Letter of Indemnity, as applicable;

- ggg) To prepare funds transfer schedule based on approved Basis of Allotment;
- hhh) To keep accurately, at all times, the electronic records relating to Bids received from all Designated Intermediaries and the Book Running Lead Managers, including:
 - i. Bids taken from the online system of the Stock Exchanges and Bids furnished by the SCSBs, Designated Intermediaries and the Book Running Lead Managers;
 - ii. Particulars relating to the allocation and Allotment of Equity Shares against valid Bids;
 - iii. Particulars regarding the monies blocked in the ASBA Accounts including through the UPI Mechanism of the respective ASBA Bidders;
 - iv. Particulars relating to the requisite money to be transferred to Public Offer Account, in accordance with the terms of this Agreement, Cash Escrow and Sponsor Bank Agreement, the Red Herring Prospectus, the Prospectus, the SEBI ICDR Regulations and the Companies Act; and
 - v. Particulars relating to, rejected/withdrawn/unsuccessful Bids.
- iii) In relation to Bids made in the QIB Portion, provide QIB Bid file to Members of the Syndicate on Bid/Offer Closing Date, match/validate the QIB Bid file details with the Demographic Details in the depository database and confirm the status of QIBs as [mutual funds, foreign portfolio investors, banking companies and insurance companies, or other relevant categories of QIBs as per the SEBI ICDR Regulations]; In the event that the status of a QIB is not verifiable or the information is not consistent with the demographic details in the depository database, (a) cross-checking the details of such QIBs with the SEBI databases and RBI databases; and (b) retrieving scanned copies of the forms and attachments of such QIB from the SCSBs/Syndicate Members to verify the registration certificate obtained from the SEBI, the RBI or the relevant regulatory authority and the audited financials provided by such investor;
- jjj) To specifically record cases of multiple Bids and keep them available for inspection along with the relevant records, namely the electronic data received from the Stock Exchanges and the data validated from the Depositories and to carry out due procedures in relation to identifying and rejecting multiple Bid cum Application Forms as provided in the Offer Documents;
- kkk) To prepare a distribution schedule and analysis form for purposes of the Stock Exchanges or the Company and the Book Running Lead Managers;
- III) Prepare the following registers and other data:
 - i. Top 50/100/200 shareholders (for the Stock Exchanges);
 - ii. Allotment registers;

- iii. Register of members;
 - iv. Index of members;
 - v. Return of Allotment (for the Registrar of Companies);
 - vi. Cross Reference Register;
 - vii. Postal journal for documents mailed; and
 - viii. Any other registers and/or data as may be requested by the Company and/or the Book Running Lead Managers in relation to the Offer.
- mmm) To ensure that Allotment made is in a correct and timely manner;
- nnn) To ensure uploading of the correct file in the depository system is made in a timely manner;
- ooo) To co-ordinate with the concerned Depository and ensuring that the number of Equity Shares allocated to each category of Bidders is correct in all respects;
- ppp) Preparation of the fund transfer schedule along with reconciliation of total funds received, amount proposed to be transferred, in each case duly certified by the Registrar based on approved Allotment and upon finalization of the Basis of Allotment, to provide the following details to (i) SCSBs for ASBA Bids (ii) the Sponsor Bank(s) through the Stock Exchanges in case of Bids through UPI Mechanism; and (ii) Escrow Collection Banks with respect to the amount deposited by the Anchor Investors in the Escrow Accounts, along with instructions to unblock the relevant bank accounts and transfer the requisite money to the Public Offer Account within the timelines specified under Applicable Laws, including SEBI circular bearing reference no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015, SEBI circular bearing reference no. SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016, SEBI circular bearing reference no. SEBI/HO/CFD/DIL2/CIR/P/2018/22 dated February 15, 2018 and the UPI Circulars:
- i. Number of Equity Shares to be allotted against each valid ASBA or each valid Bid, as the case maybe and the list of successful Bidders;
 - ii. Amount to be transferred from the relevant ASBA Account/UPI linked bank account or the Escrow Account to the Public Offer Account (or the refund account if so required), for each valid Bidder and the date by which such amounts are to be transferred and ensuring that relevant amounts have been transferred as per the prescribed timelines as per Applicable Laws;
 - iii. The date by which the funds referred herein above, shall be transferred to the Public Offer Account in accordance with the terms of this Agreement, the Cash Escrow and Sponsor Bank Agreement, the Offer Documents and under applicable law;
 - iv. Details of rejected Bids, if any, along with reasons for rejection and details of unsuccessful Bids, if any, to enable the Bankers to the Offer or the SCSBs or the Sponsor Bank(s) to refund the amount or unblock the relevant bank accounts, as the case may be.

- qqq) In case of failure of the Offer, to give appropriate instructions for unblocking of the relevant ASBA Accounts/UPI linked bank accounts, issue instructions for refund (for all amounts payable to unsuccessful Bidders (other than ASBA Bidders) and also any excess amount paid on Bidding, after adjusting for allocation/ Allotment to Bidders) as the case may be, all within the timelines prescribed under the Offer Documents, this Agreement and the SEBI ICDR Regulations, or the circulars, regulations issued by the SEBI;
- rrr) To provide bank wise data of the Allottees, the amount corresponding to the Equity Shares to be Allotted and the refund amount to the Escrow Collection Banks, Sponsor Bank, SCSB's and the Refund Banks;
- sss) To receive the confirmation of credit of the Equity Shares to the demat accounts of the successful Bidders from each of the Depositories and submit the same to the Stock Exchanges and file, along with the Company, the Allotment details with the Designated Stock Exchange and confirm that all formalities are completed;
- ttt) To coordinate with Sponsor Bank/SCSBs and submit a comprehensive report on the status of debit/unblock requests of Allottees/ non-Allottees to the Book Running Lead Managers within the timelines specified in and in the format mentioned in Annexure B of SEBI circular no. SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019 read with SEBI circular no SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021 as amended or as may be prescribed by the SEBI from time to time;
- uuu) To give instructions to the Depositories to carry out lock-in for the pre-Offer share capital of the Company and receive confirmation from the Depositories;
- vvv) To dispatch letters of Allotment/ Allotment Advice, refund orders, CAN (if any), unblocking/ intimations and credit of Equity Shares to the Allottees' respective demat accounts within the time frame indicated in the Offer Documents subject to certain cases kept in abeyance in consultation with the Company and the Book Running Lead Managers and assist the Company and the Book Running Lead Managers in filing of the confirmation of refund dispatch with the Stock Exchanges. It is clarified that for the purposes of this Agreement, any reference to dispatch of refund orders shall include refunds by way of modes permitted by the Reserve Bank of India and as provided by the SEBI and the Offer Documents and maintaining proper records of such refunds;
- www) To issue duplicate refund orders, as applicable, after obtaining suitable indemnity bond/or confirmation from the Refund Bank that the original is not paid and stop has been noted against the same;
- xxx) To revalidate refund orders, and unblocking instructions, where permitted;
- yyy) To file the confirmation of demat credit, lock-in and issuance of instructions to unblock ASBA Accounts, as applicable, with the Stock Exchange(s);
- zzz) To carry out due procedures in relation to processing of multiple applications as provided in the Offer Documents;
- aaaa) To comply with the effective procedure for monitoring the activities of intermediaries, which will be established in consultation with the Company and the Book Running Lead Managers;
- bbbb) Finalization of various post-Offer monitoring reports such as final post-Offer monitoring report, along with relevant documents/certificates, in consultation with the post-Offer

Book Running Lead Manager, the Company to be submitted to SEBI within the stipulated time and shall ensure that such reports are based on authentic and valid documentations received from the members of Syndicate, the SCSBs and the Bankers to the Offer;

- cccc) To ensure that proper investor grievance handling mechanism is in place at its office during the Bid/Offer Period and after closing of the Offer, as per applicable laws and regulations and to maintain a complete and accurate record in respect of the grievances dealt with under this mechanism and ensure that such records are maintained for a period of at least eight years or any such period prescribed under Applicable Laws and are made available to the Company at regular intervals;
- dddd) To provide all the data, documents, relevant statements/reports for finalization of the Basis of Allotment, listing and trading, post-Offer monitoring reports, etc., within timelines mentioned in the Offer Documents, in consultation with the Company and the Book Running Lead Managers;
- eeee) To submit relevant documents to the Stock Exchanges (except listing application, allotment details and demat credit and refund details) for the purpose of obtaining listing and trading approval;
- ffff) To settle investor complaints and grievances pertaining to Allotment of Equity Shares, refund orders, delay in dispatch of Allotment Advices, refund orders or any investor grievances related to the Registrar's scope of services, complaints, communications received from the SEBI, the Stock Exchanges and other regulatory agencies in a timely manner in accordance with any applicable legislation and any rules and regulations issued by SEBI, and provide requisite reports to the Company and the Book Running Lead Managers during the Offer Period and after closing of the Offer;
- gggg) To assist the Company and the BRLMs in providing necessary reports/information and complying with formalities relating to release of security deposit to be placed by the Company with the Designated Stock Exchange;
- hhhh) To coordinate with the Refund Banks for dispatch of refunds whenever the refunds sent through electronic modes have bounced. The Registrar shall maintain proper records of such refunds;
- iiii) In accordance with Applicable Laws, ensuring the timely unblocking of funds or in case of Anchor Investors, refund of the monies received from the Bids, (or part thereof) which are unsuccessful or rejected (to the extent they are unsuccessful or rejected);
- jjjj) To initiate corporate action to Allot Equity Shares to the successful Bidders, after the approval of Allotment of Equity Shares by the Board of Directors of the Company;
- kkkk) To ensure that all steps for completion of necessary formalities for listing and commencement of trading of the Equity Shares at all the Stock Exchanges where the Equity Shares are proposed to be listed, are taken within six Working Days from the date of closure of the Offer or within such timeline as prescribed by SEBI;
- llll) To issue instructions to move the funds from the Escrow Accounts and the Public Offer Account, for eventual credit to the Company in accordance with the Offer Documents and Applicable Laws;

- mmmm) To consolidate the list of subscriptions received through the Underwriters to the Offer and evaluating their performance and to prepare statement of selling commission payable, if any, and arrange for their dispatch;
- nnnn) To provide data to assist the Company and the Book Running Lead Managers in publishing the Basis of Allotment advertisement within the timelines prescribed, prominently displaying the date of commencement of trading in all newspapers where the pre-Offer, Bid/Offer Opening/Closing advertisements have appeared earlier;
- oooo) To provide weekly reports to the Company and the Book Running Lead Managers on the (i) status of refunds received undelivered and electronic refunds rejected and steps taken to resend the refunds to investors and (iii) status of redressal of investor complaints received and pending investor complaints in a format required by the Company the Book Running Lead Managers;
- pppp) To capture data from the electronic Bid data files for the purpose of payment of brokerage/processing fees and preparation of schedule of brokerage payable to the Book Running Lead Managers and the other Designated Intermediaries based on the terminal IDs from which the Bid has been uploaded /Application Number Ranges shared by the Book Running Lead Managers;
- qqqq) To provide detailed statements for payment of brokerage, including providing within two Working Days or such earlier time as the Company or the Book Running Lead Managers may request, the commission/processing fees payable to the Designated Intermediaries. The payment to Registered Brokers shall be made in accordance with SEBI Circular No. CIR/CFD/14/2012 dated October 4, 2012 and as disclosed in the Offer Documents. The payment to CDPs and CRTAs shall be made in accordance with SEBI circular CIR/CFD/POLICYCELL/ 11/2015 dated November 10, 2015 and as disclosed in the Offer Documents. The quantum of commission payable shall be determined on the basis of the applications which have been considered eligible for the purpose of Allotment, in accordance with Applicable Laws;
- rrrr) Where the Registrar is required to liaise with third parties for the Assignment, it shall make all efforts to ensure that such third party carries out the duties within the prescribed timelines so that there is no delay in completing the Assignment within the prescribed timelines;
- ssss) To provide assistance to the Company and the Book Running Lead Managers in all other work incidental to or connected with processing of electronic Bids, applications for Offer/refund to Anchor Investors/ Allotment/ investor services/ listing permission/ trading permission/ connectivity with the Depositories;
- tttt) To provide in a timely manner all accurate information to be provided by it under this Agreement;
- uuuu) To ensure compliance with all applicable regulations and guidelines, including the provisions of the SEBI Circular bearing reference no. CIR/CFD/DIL/3/2010 dated April 22, 2010, the SEBI Circular bearing reference no. CIR/CFD/DIL/1/2011 dated April 29, 2011, the SEBI Circular bearing reference no. CIR/CFD/14/2012 dated October 4, 2012, the SEBI Circular bearing reference no. CIR/CFD/DIL/ 4 /2013 dated January 23, 2013, the SEBI Circular bearing reference no. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015, the SEBI circular bearing reference no. CIR/CFD/DIL/1/2016 dated January 1, 2016, the SEBI Circular bearing reference no. SEBI/HO/CFD/DIL/CIR/P/2016/26 dated January 21, 2016, the SEBI Circular bearing reference no. SEBI/HO/CFD/DIL 2/CIR/P/2018/22 dated February 15, 2018, the SEBI

Circular bearing reference no. SEBI/HO/MIRSD/DOP1/CIR/P/2018/73 dated April 20, 2018 and the SEBI circular no. SEBI/HO/CFD/DIL1/CIR/P/2021/47 dated March 31, 2021 and the SEBI ICDR Regulations;

- vvvv) To ensure compliance with the UPI Circulars in relation to UPI as a payment mechanism for making applications in public issues, including but not limited to, co-ordinating with the Sponsor Bank(s) and undertaking all necessary activities in this regard;
- wwwv) Providing data to the Company for necessary filings with the Reserve Bank of India;
- xxxx) To prepare and assist BRLMs in computing the compensations payable in accordance with SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021;
- yyyy) To share the Basis of Allotment file, if sought by SCSBs, so that the SCSBs shall have access to the allotment ratio for the purpose of arriving at the compensation payable to Retail Individual Investors in an initial public offering in terms of the SEBI circular bearing reference no. SEBI/HO/CFD/DIL2/CIR/P/2018/22 dated February 15, 2018;
- zzzz) At the time of finalization of the Basis of Allotment, the Registrar shall check compliance for a single FPI using PAN, in terms of the SEBI circular bearing reference number IMD/FPIC/CIR/P/2018/114 dated July 13, 2018. Further, the Registrar shall obtain validation from the Depositories for the FPIs who have invested in the Offer to ensure there is no breach of investment limits set out under the Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2019, as amended, within the timelines for the procedure pertaining to the Offer, as prescribed by SEBI from time to time;
- aaaa) To coordinate with the SCSBs, Stock Exchanges, Book Running Lead Managers, Registered Brokers, Bankers to the Offer, National Payment Corporation of India, and other parties as may be required, for completing the post offer related formalities in relation to the Offer, in accordance with applicable laws.
- bbbb) To assist the Company to identify and allot the Equity Shares to the eligible employees of the Company who bid under the reservation portions (if any);
- cccc) To correctly validate and allot the shares in the reservation category (if any) based on the list of employees provided by Company;
- dddd) To validate the bids and process rejections and allotment of Equity Shares in accordance with the disclosures in the Offer Documents and applicable law
- eeee) To submit the details of cancelled / withdrawn / deleted Bids made through the UPI Mechanism to SCSBs on a daily basis within 60 minutes of Bid closure time from the Bid / Offer Opening Date till the Bid / Offer Closing Date by obtaining the same from Stock Exchanges in the manner set out in SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021, as amended. The Registrar shall also collect and maintain records of requisite certificate from the SCSBs in accordance with the abovementioned circular and in the format prescribed thereunder, and prepare and assist the BRLMs in computing compensations payable in accordance with such circular; and follow up with SCSBs for confirmations and collate the confirmations, in the format prescribed in such circular.
- ffff) The Registrar shall provide the allotment/revoke files to the Sponsor Bank(s) by 8:00 p.m. on the day when the Basis of Allotment has to be finalized.

- ggggg) To submit bank-wise details of pending applications to SCSBs for unblock, for Bids made through the UPI Mechanism, along with the allotment file not later than 6:30 p.m. IST on the day after the finalization of the basis of allotment (or such other timeline as may be prescribed under applicable law). The allotment file shall include all applications pertaining to full-allotment / partial-allotment / non-allotment / cancelled / withdrawn / deleted applications etc.
 - hhhhh) Obtaining certification of compliance from the SCSBs for completion of unblocking of funds on the Working Day subsequent to the finalization of basis of allotment and providing the same to the BRLMs for onward submission to the SEBI as and when sought.
 - iiiiii) To prepare and to share the list (including updated list daily) of SCSBs who do not provide the confirmation as per Annexure IV of SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021 within the prescribed timeline
9. In connection with the Offer, the Registrar shall maintain accurately and with reasonable care such records as are required to be maintained under Applicable Laws, including the RTA Regulations and for the minimum duration prescribed under Applicable Laws, including, without limitation, the following:
- (a) all the Bid cum Application Forms received from Bidders by the Syndicate, the SCSBs, the Sponsor Bank(s) and the Registered Brokers, SEBI Registered CRTAs, DPs authorised to accept and bid as per information provided on the websites of the stock exchanges in respect of the Offer, the data/information received from SCSBs and the Sponsor Bank(s) including but not limited to bank schedule, final certificate and schedule relating to the amount blocked by SCSBs in the ASBA Account and the final Bid file received from the Stock Exchanges and data received from the Banker(s) to the Offer / Escrow Collection Banks;
 - (b) all the electronic records including reconciled data bank schedules and certificates relating to Bids received from all Designated Intermediaries including Bids collected from the online bidding system of the Stock Exchanges and the Designated Intermediaries furnished by the Book Running Lead Managers and the Designated Intermediaries;
 - (c) all the Bid cum Application Forms of Bidders rejected and reasons thereof and details of the rejected, withdrawn or unsuccessful Bid cum Application Forms;
 - (d) particulars relating to all the rejected / withdrawn/ unsuccessful Bids and details of Bids including Bids in the electronic file which do not get validated for the DP ID / Client ID / UPI ID and / or PAN with the depository database;
 - (e) Basis of Allotment of Equity Shares to the successful Bidders as finalised by the Company in consultation with the Book Running Lead Managers and the Designated Stock Exchange, along with relevant annexures and details;
 - (f) Demographic Details obtained from the concerned Depositories;
 - (g) terms and conditions of the Offer of the Equity Shares;
 - (h) particulars relating to allocation and Allotment of Equity Shares against valid Bids;
 - (i) list of names of successful Bidders and unsuccessful Bidders, including successful and unsuccessful ASBA Bidders;

- (j) particulars relating to the allocation and Allotment of the Equity Shares pursuant to the Offer;
- (k) particulars relating to the monies to be transferred to the Public Offer Account from the respective ASBA Accounts against valid Bids, and the refunds to be returned / unblocked to the Bidders;
- (l) particulars relating to the amounts collected from SCSBs where the Bids were uploaded by the Book Running Lead Managers and the Designated Intermediaries;
- (m) details of multiple electronic Bids submitted by Bidders (determined on the basis of common PAN) and rejected by the Registrar;
- (n) refund orders as applicable, dispatched to Bidders in respect of application monies received from them in response to the Offer revalidation and issue of duplicate refund orders;
- (o) Allotment Advices as applicable dispatched to Bidders in respect of application monies received from them in response to the Offer revalidation;
- (p) particulars relating to the monies to be transferred to the Public Offer Account from the respective ASBA accounts, against valid Bids;
- (q) reconciliation between the compiled data received from the Stock Exchanges and the details of collections / blocked amount received from the Sponsor Bank(s), SCSBs, Book Running Lead Managers and the Bankers to the Offer and reconciliation between funds deposited with the Banker(s) to the Offer / Escrow Collection Banks or any of their correspondent banks and total of amounts stated in Bid cum Application Forms and also match the same with the Depositories' database for correctness of DP ID, Client ID, UPI ID and PAN;
- (r) refund orders dispatched to Anchor Investors in respect of application monies received from them in accordance with the Cash Escrow and Sponsor Bank Agreement, the Offer Documents, the SEBI ICDR Regulations, and the Companies Act;
- (s) details of files in case of refunds to be sent by electronic mode such as NACH, RTGS, NEFT, UPI, direct credit etc. as applicable;
- (t) details of demand drafts issued, if any;
- (u) records of correspondence in respect of investor complaints, grievances or queries;
- (v) records of investor communication, including withdrawal requests, and communication for verifying PAN, DP ID, UPI ID and Client ID details;
- (w) records of returned mail showing details of contents of the letter details of refund orders, date of dispatch, date of return and reasons for being returned;
- (x) records of pre-printed Offer stationery, including CAN, revised CAN, Allotment Advice, refund warrants and duplicate refund intimations showing details of such stationery received from the Company, consumed for printing, wastage, destroyed and handed over to the Company;

- (y) complaint register containing details of the date of receipt of complaint, particulars of the complainant, nature of complaint, date of disposal and manner in which disposed. Complaints received from SEBI shall also be recorded in the complaints register in addition to the complaints received directly;
- (z) particulars relating to the requisite money to be transferred to the Company's account against valid Bids; and
- (aa) such other records as may be specified by SEBI, the Company, the SCSBs, members of the Syndicate and / or the Book Running Lead Managers for carrying on the activities as Registrar to the Offer.

In addition to the above, the Registrar shall procure and retain physical application forms submitted with UPI as a payment mechanism to intermediaries, after the completion of six months from the date of submission of such physical application forms to intermediaries. In addition, the Registrar shall ensure that intermediaries shall, at all times, maintain the electronic records relating to electronic forms submitted with UPI as a payment mechanism, for a minimum period of three years.

Subject to the provisions of any other law and commercial arrangements with the Company for storage of such records, the Registrar shall preserve all aforesaid records and documents for a minimum period of eight years or any such period prescribed under Applicable Laws from the date of listing and commencement of trading of the Equity Shares. The Registrar shall provide the Company, and the Book Running Lead Managers, or any of their respective assigns with any report that is required by them using the information specified above in a timely manner.

10. The Registrar shall not and shall ensure that its officers, employees and agents shall not, either during the term of, or after the termination of, their appointment hereunder, divulge to any third party any Confidential Information (as defined below) about the Company the Offer or the Demographic Details given by the Bidders which comes to its knowledge in its capacity as the Registrar to the Offer.

“Confidential Information” shall include, but shall not be limited to, list of Bidders, different categories of Bidders, mode of payment, bank account, and other personal particulars of the Bidders, including their description, status, place of residence or incorporation or domicile, details of Bids accepted, details of Bids rejected, particulars of unsuccessful Bidders, funds required for refund, the flow of Bids from collecting bank branches, day-to-day subscriptions, details of ASBA Bidders, Basis of Allotment, reports furnished to the BRLMs and the Company, details of refunds made, allotment letters despatched, details of devolvement on underwriters, particulars such as phone numbers, e-mail IDs, facsimile numbers, website addresses, physical office addresses and other particulars of the Company, the directors, key managerial personnel and officers and auditors and advisors of the Company, names, addresses, telephone numbers, fax numbers, contact persons, website addresses and e-mail addresses of the BRLMs, Bankers to the Offer, brokers to the Offer, Syndicate Members, SCSB, depository participants, disputes and grievances, any details of intellectual property rights, formulations, trade secrets in any form or manner, know how proprietary information, financials, processes, marketing plans, forecasts, ideas, unpublished financials statements, budgets, business plans, projections, prices, costs, policies, quality assurance programs, price lists, pricing policies, software or related technical information, marketing data and techniques, operation, trade secrets in any software or related technical information, marketing data and techniques, operation manuals, any notes, compilations, studies, interpretations, presentations, correspondence, reports, statements and any other business and financial information and research and development activities that may be disclosed, whether orally or in writing, to each

other and/or any of their Affiliates, or that may be otherwise received or accessed by the Registrar in the course of performing this Agreement.

The Registrar shall adopt high standards of data security and privacy norms, in accordance with the regulatory and statutory provisions.

The provision of this Clause 10 shall survive the date of termination or expiration of the Agreement, whichever is earlier.

11. The Registrar shall provide accurately and in a timely manner all information to be provided by it under this Agreement, to ensure proper Allotment and transfer of the Equity Shares, dispatch of instructions to the SCSBs and/or Bankers to the Offer to unblock the bank accounts of the respective ASBA Bidders and/or release of funds from the Escrow Accounts as the case may be, pursuant to approval of Basis of Allotment by the Designated Stock Exchange dispatch of refund orders without delay, including providing the Bankers to the Offer, with details of the monies or any surplus amount to be refunded/unblocked to the Bidders. The Registrar shall be responsible for the correctness and validity of the information relating to any refunds and/or unblocking of funds required to be made that has been provided by the Registrar to the Bankers to the Offer, including any of their correspondent banks, if any.
12. The Registrar shall be responsible for the correctness and validity of the information furnished by it to the Syndicate, SCSBs or other Designated Intermediaries and shall be liable for omissions and commissions in discharging its responsibilities under this Agreement.
13. The Registrar shall ensure that:
 - a. investors shall be sent the first response within three Working Days after receipt of complaint or enquiry as may be prescribed under applicable laws provided however, in relation to complaints pertaining to blocking/unblocking of funds, investor complaints shall be resolved on the date of receipt of the complaint;
 - b. the enquiries and / or complaints from Bidders including ASBA Bidders, are dealt with adequately and in a timely manner in accordance with applicable rules, regulations and guidelines;
 - c. in accordance with Applicable Laws, ensure the timely unblocking of funds, or in case of Anchor Investors, refund of the monies received from the Bids (or part thereof) which are unsuccessful, rejected or withdrawn (to the extent they are unsuccessful, rejected or withdrawn) and shall follow up with the SCSBs to receive details of pending applications for unblocking from the Sponsor Bank(s) not later than 5:00 p.m. IST on the day after the finalization of the Basis of Allotment (or such other timeline as may be prescribed under Applicable Laws). The Registrar shall also follow-up with the SCSBs for completion of unblock for non-allotted/partial-allotted applications within the closing hours of bank on the day after the finalization of the basis of allotment or such other timeline as may be prescribed under applicable laws;
 - d. the Registrar has a proper system to track, address and redress investor complaints;
 - e. adequate steps are taken for proper allocation and Allotment of Equity Shares and unblocking / refund of funds without delay and as per Applicable Law;
 - f. For the electronic Bids which are rejected as invalid because of DP ID / UPI ID / Beneficiary Account ID or PAN particulars captured by the Designated Intermediaries, capture the name and address as and when received from the SCSBs/Sponsor Bank/Escrow Collection Banks and unblock/refund funds to the investors at the earliest;

- g. uniform procedure is followed for the processing of Bid cum Application Forms;
 - h. it shall provide status update at periodic intervals to the Book Running Lead Managers and the Company, including updates on the nature and status of all investor grievances;
 - i. the information furnished to the Designated Intermediaries in discharging their responsibility under the ASBA process is correct and valid; and
 - j. it maintains an insider list in accordance with the directions of the Company.
14. The Registrar undertakes that it shall not generally and particularly in respect of any dealings in the Equity Shares be party to:
- (a) creation of false market;
 - (b) price rigging or manipulation;
 - (c) passing of unpublished price sensitive information to any third party including without limitation brokers, members of the stock exchanges and other intermediaries in the securities market or take any other action which is not in the interest of the investors or the Company ;
 - (d) neither it nor any of its directors, partners or managers having the management of the whole or substantially the whole of the affairs of their business shall either on their respective accounts or through their associates or family members, relatives or friends indulge in any insider trading; and
 - (e) neither it, nor any of its directors, officers, or employees, or to the Registrar's knowledge, any agent or representative of the Registrar, has taken or will take any action in furtherance of an issue, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any person to influence official action or secure an improper advantage for the Offer; and the Registrar and its affiliates (wherever applicable) have conducted their business in compliance with applicable anti-corruption laws and have instituted and maintained and will continue to maintain policies and procedures designed to promote and achieve compliance with such laws.
15. The Registrar acknowledges and shall comply with the SEBI circular IMD/FPIC/CIR/P/2018/114 dated July 13, 2018 in relation to the Securities and Exchange Board of India (Foreign Portfolio Investors) Regulations, 2019 ("**FPI Regulations**"), and any other circulars or notifications issued thereunder, as applicable, including ensuring that the purchase of Equity Shares of the Company by a single foreign portfolio investor or an investor group shall be below ten percent of the total issued capital of the Company. Further, the Registrar, at the time of finalization of Basis of Allotment during the Offer shall also: (a) use permanent account number issued by Income Tax Department of India for checking compliance for a single foreign portfolio investor; and (b) obtain validation from Depositories for the foreign portfolio investors who have invested in the Offer to ensure there is no breach of investment limit within the timelines for issue procedure, as prescribed by SEBI from time to time.
16. The Registrar represents, warrants, declares and undertakes to the other Parties to this Agreement that:

- (a) it is knowledgeable about anti-bribery laws applicable to the performance of this Agreement and will comply with such laws;
 - (b) it has not made, offered, authorised, or accepted, and will not make, offer, authorise, or accept, any payment, gift, promise, or other advantage, whether directly or through any other person, to or for the use or benefit of any government official or any other person where that payment, gift, promise, or other advantage would: (A) comprise a facilitation payment; or (B) violate the relevant anti-bribery laws;
 - (c) it will immediately notify the Book Running Lead Managers, the Company if it receives or becomes aware of any request from a government official or any other person that is prohibited by the preceding paragraph;
 - (d) it will ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain, such as the purpose of each transaction, with whom it was entered into, for whom it was undertaken, or what was exchanged;
 - (e) it will maintain adequate internal controls and procedures to ensure compliance with anti-bribery laws, including the ability to demonstrate compliance through adequate and accurate recording of transactions in their books and records, keeping such books and records available for audit for eight years following termination of this Agreement;
 - (f) it has formulated and implemented a comprehensive policy framework, approved by its board of directors, in compliance with the SEBI circular SEBI/HO/MIRSD/DoP/CIR/P/2018/119 dated August 10, 2018, and is in compliance with SEBI circular SEBI/HO/MIRSD/CIR/P/2017/0000000100 dated September 8, 2017, as amended by SEBI circular dated SEBI/HO/MIRSD/DOP/CIR/P/2019/110 dated October 15, 2019; and
 - (g) It shall provide all assistance in formulating and implementing any plan or any additional measures to be taken due to the impact of COVID-19 pandemic and lockdown on the Offer related activities, to ensure that the timelines and other requirements prescribed under Applicable Laws and as agreed by the Company and BRLMs are met. The Registrar confirms the COVID-19 pandemic has not resulted in any material adverse effect on the Registrar or its ability to perform its obligation under the Assignment. The Registrar further confirms that it shall endeavour to render its services as the Registrar to the Offer under the terms set out in this Agreement, in compliance with any governmental and/or statutory regulations issued in connection with any pandemic and in particular in respect of COVID-19.
17. Immediately on receiving the instructions from the Company and / or the Book Running Lead Managers as the case may be in accordance with the Cash Escrow and Sponsor Bank Agreement, the Registrar shall issue instructions to unblock the ASBA Accounts and / or dispatch all the refund orders, as applicable, within the period specified in the Offer Documents and Cash Escrow and Sponsor Bank Agreement. If the Company is liable to pay interest due to delay in refunding the amount, where such a delay is attributable solely to the Registrar's failure to refund the amount or to provide instructions to the SCSBs or the Sponsor Bank(s), as the case may be, to unblock bank accounts of the respective ASBA Bidders within the period stated in the Offer Documents and Cash Escrow and Sponsor Bank Agreement on receiving the instruction to do so from the Company and/or the Book Running Lead Managers or not dispatching the Allotment letters/refund orders to the applicants in time, the Registrar shall be liable to indemnify the Company Indemnified Parties for the cost incurred by the Company in paying interest, compensation, damages, loss, as per the Applicable Law. If the Company

Indemnified Parties or the BRLMs' Indemnified Parties are made liable to compensation / damages for delay in credit of Equity Shares to Bidders' accounts, where such delay is attributable to Registrar's failure to credit the Equity Shares within the stipulated time / reasonable time / time mentioned in the Offer Documents, rules, regulations and circulars issued by SEBI or in case of any failure or part of the Registrar to undertake such actions as may be required in connection with the Assignment and as set out in this Agreement, the Registrar shall be liable to indemnify each of the Company Indemnified Parties or each of the BRLMs' Indemnified Parties for such compensation / damage, loss etc., incurred by the Company Indemnified Parties and/or each of the BRLM's Indemnified Parties, as the case may be.

18. In case of refunds through electronic means like NACH, Direct Credit, RTGS, NEFT etc., the Registrar shall be solely responsible to pick up the relevant details from the Bid cum Application Form or Depository(ies) and provide the Refund Bank(s) with the requisite details and files. If the refund orders once sent to the address obtained from the Depositories are returned undelivered, the address and other details given by Bidder (other than ASBA Bidders) in the Bid cum Application Form will be used by the Registrar to ensure dispatch of refund orders.
19. The Registrar will not hand over any Bid cum Application Forms or other documents or records relating to the Offer to any other person (except to the Book Running Lead Managers and the relevant Stock Exchanges, subject to the Registrar having provided prior notice of such disclosure to the Company) until the completion of the dispatch of Allotment Advice, refund orders, credit of Equity Shares, etc. The Registrar undertakes not to disclose or cause to be disclosed any such information to any other person without the written consent of the Company, as the case may be. The Company agrees that they will have access to the applications or documents relating to the Offer at the office of the Registrar only (as indicated at Clause 20 below). The Registrar undertakes not to disclose or cause to be disclosed any such information to any other person without the written consent of the Company.
20. The Registrar will handle the Offer related work from its office at C – 101, 247 Park, L B S Marg, Vikhroli (West), Mumbai 400 083, India, which has been declared to SEBI and approved by it for carrying on its activities. The address of its above said office shall be printed in all relevant stationery pertaining to the Offer.
21. The Company shall make available in advance to the Registrar requisite funds for postage, mailing charges for dispatching of allotment letters / Allotment / Allocation Advice, share certificate etc. within two Working Days from the Bid / Offer Closing Date. On Allotment, the Registrar will submit an estimate of the work done and the funds required for postage. The Registrar shall maintain a proper account of the amount spent by it on behalf of the Company and agrees to return the excess funds to the Company in case the refunded amount on actuals is less than the estimated amount.
22. The Registrar will extend necessary assistance to the public representative deputed by SEBI and the Designated Stock Exchange. The Registrar shall also assist in releasing of the bank guarantee submitted with the Stock Exchanges. In the case of over-subscription, Allotment will be done in the presence of a Stock Exchange representative and the Registrar will extend all facilities to complete the Allotment process smoothly and speedily such that allotment is completed within prescribed timeline. The Company shall also extend all necessary assistance to the Registrar in such matters.
23. The Registrar shall act as a nodal agency for redressing complaints of Bidders, including providing guidance to Bidders regarding approaching itself or the concerned SCSB or Designated Intermediaries and co-ordinate with intermediaries for unblocking of investors' funds and other related formalities.

24. The Registrar shall extend all necessary support to the Company, the Book Running Lead Managers, the SCSBs, the Registered Brokers and other Designated Intermediaries as may be required for the smooth and speedy functioning of the ASBA and UPI process.
25. The Offer stationery including CAN, revised CAN (if applicable), certificates, letters of Allotment, allotment / Allocation advices and refund orders/intimation envelopes etc. shall be kept ready and handed over to the Registrar by the Company and /or Book Running Lead Managers within such time so as to enable the Registrar to meet its obligations under this Agreement and Applicable law and the Company shall be responsible for any delays on this account. The Company will arrange to obtain prior approval for the Offer stationery from the Stock Exchanges and the Refund Bank.
26. The Registrar will finalize various post – Offer monitoring reports such as the initial post Offer report, the final post – Offer monitoring report, along with relevant documents / certificates, in consultation with the Book Running Lead Managers and the Company, to be submitted to the SEBI within the stipulated time.
27. The Registrar shall send bank-wise data of allottees, amount due on shares allotted, if any, and balance amount to be unblocked to SCSBs/Sponsor Bank/Escrow Collection Bank. The Company agrees and acknowledges that the Registrar may request for physical Bid cum Application Forms directly from the Designated Intermediaries in the event of exceptional circumstances such as discrepancy or invalidity in relation to PAN, UPI ID, DP ID or Client ID and investor complaints/grievances.
28. The Registrar will provide all the relevant statements/ reports to ensure commencement of trading within timelines mentioned in the Offer Documents and Applicable Laws, in consultation with the Company and the Book Running Lead Managers.
29. The Company agrees that the formats of all reports, statements, share certificates and other documents shall be in conformity with the standard designs approved by the Designated Stock Exchanges and SEBI as applicable.
30. The Company agrees that the fees, expenses and charges payable to the Registrar for handling the Assignment, including postage/ and other expenses post completion of the Offer, shall be as specified in **Schedule I** after deducting all taxes, duties and levies as per Applicable Law. All payments under this Agreement shall be made to the Registrar by the Company (in the first instance).
31. The Registrar shall provide such information and data as required by the Book Running Lead Managers with intimation to the Company and provide certificates as requested by the Book Running Lead Managers, including at the stage of closure of the Offer, rejection of Bids, etc.
32. The Company may take a special contingency insurance policy to cover risk arising out of fraud, forgery, errors of commission / omission etc., if so desired. For the avoidance of doubt, irrespective of whether such insurance policy is taken or not, the Registrar will not be absolved of its liability or responsibility under this Agreement.
33. In the event of complete collapse or dislocation of business in the financial markets of the country due to war, insurrection or any other serious sustained, political or industrial disturbance or in any event caused by force majeure as may be agreed to between the Parties, any of the Parties so affected may terminate this Agreement with mutual consent before the opening of the Offer. However, prior to exercising the option to terminate, the Parties are required to mutually decide on the future course of action and if they fail to arrive at a mutually

agreeable course of action within 15 Working Days from the date on which the event of force majeure occurs or fail to mutually agree to terminate this Agreement, then any of the Parties shall be entitled to terminate this Agreement by giving 15 Working Days' notice to the other Parties of its intention to so terminate this Agreement. The Registrar shall continue to be responsible for the services detailed herein till termination of the Agreement.

34. The Company in consultation with the BRLMs, will be entitled to terminate this Agreement with immediate effect in the event the Registrar's Certificate of Registration with the SEBI is suspended / cancelled or SEBI or any other statutory, regulatory, judicial, quasi-judicial, governmental and / or administrative authority or court or tribunal debars or stops or suspends the Registrar from carrying on its activities, or accessing capital markets or if the Registrar is in any way prohibited or restrained, either by an order or direction of SEBI, any regulatory, statutory, judicial, quasi-judicial, governmental and / or administrative authority or of a competent court or in any other manner, from carrying on the activities of a registrar and share transfer agent.
35. In the event the Company in consultation with the Book Running Lead Managers, decide not to proceed with the Offer, this Agreement shall stand terminated, and the Registrar would be paid by the Company only to the extent of services rendered by it until such termination. Further, the Company may terminate this Agreement with or without cause, upon giving seven Working Days' notice to the Registrar of its intention to so terminate the Agreement and the Registrar would be paid by the Company only to the extent of services rendered by it until such termination; provided however, that the reasons for such termination shall be disclosed to the Registrar by the Company in writing.
36. If this Agreement is ever terminated, then it shall be the duty of the Registrar to extend all such support, at no additional cost, as may be required by the Company, Book Running Lead Managers or their newly appointed registrar to the Offer towards taking over duties and responsibilities as the registrar to the Offer. However, the Registrar shall continue to be responsible for the Assignment until the termination of this Agreement, except as otherwise mutually agreed.
37. The Registrar shall redress complaints of the Bidders (including ASBA Bidders) within five days of receipt of the complaint during the currency of this Agreement provided however, in relation to complaints pertaining to blocking/unblocking of funds, investor complaints shall be resolved on the date of receipt of the complaint and shall continue to do so during the period it is required to maintain records under the RTA Regulations and until the complaints arising out of the Assignment are finally redressed and the Company shall extend necessary co-operation to the Registrar for its complying with such regulation. The Registrar shall provide a status report of redressal of investor complaints on a fortnightly basis to the Company and the Book Running Lead Managers in a mutually agreeable format provided however, that a status report of investor complaints pertaining to blocking/unblocking of funds in the ASBA Accounts shall be provided daily. Similar status reports shall also be provided to the Company, as and when required.
38. The Registrar's responsibility under this Agreement will be restricted to the duties of the Registrar as agreed to herein and as required under Applicable Laws including the RTA Regulations and the SEBI ICDR Regulations and the Registrar will not be in any way construed to be an agent of the Company in any other business of the Company in any manner whatsoever.
39. In an event of default of any of the duties, obligations and responsibilities of the Registrar herein or any default / error in the services rendered or any deficiency in service, or a failure to perform any service contemplated under this Agreement by the Registrar, the Registrar shall ensure that it will take all measures at its own cost to rectify such defaults and non-performance of services and redress such deficiencies within two Working Days of receipt of written notice of such

breach by the other Parties and the Registrar shall be directly responsible to and shall indemnify and keep indemnified and harmless the Company Indemnified Parties and each of the Book Running Lead Managers and their respective directors, officers, employees, representatives and successors and their respective permitted agents and advisors and each of the BRLMs' Indemnified Parties for any liability arising out of such error, deficiency or failure to deliver the services contemplated in this Agreement. The Company shall, be entitled to terminate the Agreement immediately, if the Registrar is unable to rectify such defaults, deficiency or non-performance within a period of 10 Working Days of receipt of written notice of such breach by the Company. The Registrar undertakes that in the event that there is any order or any injunction issued by any court or authority, against the Registrar, then the Registrar shall within three Working Days upon being instructed by the Company and/or the Book Running Lead Managers transfer all the documents in their possession including those related to the Equity Shares, to any other registrar / depository as instructed by the Company and / or the Book Running Lead Managers.

40. The Registrar shall act with due diligence, care and skill while discharging the Assignment and discharge its obligations under the Assignment to the Company with reasonable and proper duty of care. The Registrar unconditionally and irrevocably undertakes and agrees that it shall at its own cost indemnify and keep indemnified, defend and hold harmless each of the BRLMs' Indemnified Parties, the Company Indemnified Parties their respective affiliates, directors, officers, employees, and successors, permitted assigns and their respective agents and advisors (collectively "**Indemnified Parties**") at all times from and against any and all suits, proceedings, claims, actions, losses, damages, penalties, liabilities, cost, interest costs, awards, judgements, charges, expenses and interests, legal expenses (including attorney fee and court costs), accounting fee, investigation costs and all other demands which may be made or commenced against the Indemnified Parties by any Bidders (including ASBA Bidders) or any holder of the Equity Shares issued or any other third party against the Indemnified Parties including arising out of or in connection with:

- (i) any breach or alleged breach of any representation, warranty or undertaking, or any of the terms and conditions of this Agreement;
- (ii) any violation or alleged violation of any provision of law, regulation, or order of any court or regulatory, statutory, judicial, quasi-judicial, governmental and/or administrative authority;
- (iii) any delay, failure, error, omission, gross negligence, willful default, bad faith, fraud or misconduct, in the performance of the Registrar's obligations and responsibilities under this Agreement, the Assignment, or the Letter of Indemnity;
- (iv) any fine imposed by the SEBI or any other governmental, regulatory, statutory, judicial, quasi-judicial, administrative authority against any of the Indemnified Parties; or
- (v) if any information provided to the Company or the Book Running Lead Managers is untrue, incomplete or incorrect in any respect

or as a consequence of any act or omission of or any failure or deficiency or error or breach or alleged breach of obligations on the part of the Registrar or any of its officers, employees or agents or of any of its partners, representatives, directors, management, officers, employees, advisors or other persons acting on its behalf or otherwise arising out of or relating to activities performed by such persons in performing or fulfilling any of the Assignment and other functions, duties, obligations and services hereunder or otherwise under Applicable Law.

41. Further, the Registrar shall be directly responsible to, and shall indemnify and keep indemnified the Indemnified Parties for any liability or loss arising out of such error or failure of the

Registrar's duties, obligations, responsibilities and services, hereunder or otherwise under Applicable Law, including but not limited to any liability arising out of failure to address investor complaints and in responding to queries relating to such services from SEBI and / or the Stock Exchanges or any other statutory, judicial, quasi-judicial, governmental, administrative or regulatory authority or court of law. However, the Registrar shall not be liable for any indirect or consequential loss caused to the Company due to error or omission committed by the Registrar in good faith, and where the Registrar has not acted negligently or committed an act of wilful misconduct, provided that the Registrar shall be liable to indemnify for any loss, whether direct or indirect, caused to the Company arising out of failure to address investor complaints and refund all costs incurred by the Indemnified Parties in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of the services contemplated under this Agreement, or in connection with investigating, preparing or defending any investigative, administrative, judicial, regulatory, statutory, quasi-judicial, governmental action or proceeding in any jurisdiction related to or arising out of such activities, services or role, whether or not in connection with pending or threatened litigation to which any of the Indemnified Parties is a party and in responding to queries relating to such services from SEBI and/or the Stock Exchanges or any other statutory, judicial, quasi-judicial, governmental, administrative or regulatory authority or court of law.

42. That the Parties understand and acknowledge that the electronic transmission of information via the internet or otherwise, has inherent risks (particularly the risk of access by unauthorised parties). Unless otherwise agreed, despite the inherent risks, Registrar is authorised by other parties to this agreement to communicate electronically with themselves / BRLMs and all third parties on all matters related to the Engagement. Accordingly, the Company agrees that Registrar shall have no liability to them for any loss arising directly from the use of electronic communications, except where caused by its own negligence.
43. The Registrar undertakes to immediately, on the date of this Agreement, execute and deliver a letter of indemnity (the "**Letter of Indemnity**") in the format set out in **Schedule IV** to the Book Running Lead Managers to indemnify each of the BRLMs' Indemnified Parties as agreed upon therein.
44. The Registrar may have to provide certain information regarding the Bidders (including ASBA Bidders) as may be required under any legislation or regulation to certain statutory and regulatory authorities including, without limitation, income tax authorities, and the Parties acknowledge that providing such information strictly for such purpose shall not be in violation of the terms of this Agreement.
45. Any notice, communication or documents to be given to the Parties may be given by personal delivery, registered / speed post/telex, fax or by email. The notice, communication or document shall be deemed to have been served upon the Party to whom it is given if given by personal delivery when so delivered, if given by registered / speed post on expiration of three Working Days after the notice etc., shall have been delivered to the post office for onward dispatch, and if given by email or fax upon transmission thereof with confirmed deliver, receipt, provided however that any notice, etc. given by telex or fax, shall be confirmed in writing.

All notices to the Parties shall be addressed as under:

To the Registrar:

Link Intime India Private Limited

C-101, 247 Park

L B S Marg

Vikhroli (West)

Mumbai 400 083
Maharashtra, India
Tel: 022 4918 6000
Email: haresh.hinduja@linkintime.co.in
Attention: Haresh Hinduja, Head-Primary Market

To the Company:

Rashi Peripherals Limited
Ariisto House, 5th Floor
Telli Galli, Andheri (East)
Mumbai, 400069
Maharashtra, India
Tel: +91 2261771811
Email: investors@rpotechindia.com
Attention: Hinal Tejas Shah

46. Any change in the above shall be intimated by the Party concerned to the other Parties and such change shall be effective five Working Days thereafter or such later date as may be specified by the Party whose address / contact details are changed.
47. The Parties agree that non-compliance of any of the covenants contained herein by any Party shall be reported to the SEBI within seven days by the other Party(ies) and shall also be reported to the Company and the Book Running Lead Managers immediately.
48. In the event of a breach by any Party, the defaulting Party shall have the right to cure such breach within a period of 10 Working Days of receipt of written notice of such breach by the non-defaulting Party. In the event that (i) such breach is not cured by the defaulting Party within the aforesaid period, or (ii) any dispute, difference or claim arises between the Parties hereto in connection with this Agreement as regards the validity, and the interpretation, implementation or alleged breach of the terms of this Agreement (“**Disputing Parties**”) or anything done or omitted to be done pursuant to this Agreement, the Parties shall attempt in the first instance to resolve the same through negotiation. If the dispute is not resolved through negotiation within 10 days after commencement of discussions, then any Disputing Party may refer the dispute for resolution to an arbitration tribunal consisting of three arbitrators (one to be appointed by the Registrar, one by the Company and one jointly by the appointed arbitrators). All proceedings in any such Arbitration shall be conducted under the Arbitration and Conciliation Act, 1996, as amended or any re-enactment thereof and shall be conducted in English. The Arbitration shall take place in Mumbai, Maharashtra, India. The parties shall bear the costs of such arbitration equally unless otherwise awarded or fixed by the arbitration tribunal. The arbitral award shall state the reasons on which it is based and shall be final, conclusive and binding on the parties and shall be subject to enforcement in any court of competent jurisdiction.
49. Subject to Clause 48 above, courts at Mumbai, Maharashtra, India, shall have sole and exclusive jurisdiction for all the matters arising out of the arbitration proceedings mentioned herein above.
50. This Agreement shall be governed by and construed in accordance with the laws of India, without reference to its conflict of laws rules.
51. Unless terminated earlier in accordance with its terms, this Agreement will expire and stand terminated upon the expiry of 18 months from the date of closing of the Offer, provided that Clauses 5(b), 6, 8, 9, 10, 11, 12, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50 and this Clause 51 shall survive the termination of this Agreement. On expiry or termination of this Agreement, all documents and other information and data which are in the possession or custody of the

Registrar, whether in physical copies or soft copies shall be handed over to the Company within one month from the date of termination of this Agreement or within one month from the date of cancellation of registration as a registrar, whichever is earlier.

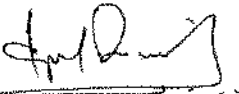
52. The Registrar shall act in accordance with and execute all the instructions communicated to it by the Company and / or the Book Running Lead Managers.
53. The Registrar shall not assign any of its rights, duties or obligations hereunder without the prior written consent of the other Parties.
54. If any provision/s of this Agreement is held to be prohibited by or invalid under Applicable Laws or becomes inoperative as a result of change in circumstances, such provision/s shall be ineffective only to the extent of such prohibition or invalidity or inoperativeness, without invalidating the remaining provisions of this Agreement.
55. The Parties agree and acknowledge that this Agreement constitutes the entire understanding among the Parties hereto and supersedes all prior discussions and agreements, whether oral or written, between any of the Parties relating to the Assignment. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by its authorized officer or representative. The failure or delay of any party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party's right thereafter to enforce each and every provision of this Agreement. The Parties also acknowledge, agree and undertake to amend this Agreement to the extent necessary for complying with any change in law brought into effect after the execution of this Agreement (including any modification resulting from any amendment to the SEBI ICDR Regulations and/or any circular or guidance issued by SEBI thereto).
56. This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument.

(REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK)

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY AND THE REGISTRAR.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties or their duly authorised signatories on the day and year first above written.

SIGNED FOR AND ON BEHALF OF RASHI PERIPHERALS LIMITED



Name: KAPAL SURESH PANSARI

Designation: MANAGING DIRECTOR

THIS SIGNATURE PAGE FORMS AN INTEGRAL PART OF THE REGISTRAR AGREEMENT ENTERED INTO BY AND BETWEEN THE COMPANY AND THE REGISTRAR.

IN WITNESS WHEREOF, this Registrar Agreement has been executed by the Parties or their duly authorised signatories on the day and year first above written.

SIGNED FOR AND ON BEHALF OF LINK INTIME INDIA PRIVATE LIMITED



Name: Dnyanesh Gharote

Designation: Vice President

SCHEDULE I

SCHEDULE OF FEES

Sr. No	Particulars	Unit	Rates (Rs.)
1	Processing Fees	}	
2	Validating bid data with depositories		
3	Overprint Intimation advices		
4	Hosting allotment data on our website		
5	Basis of Allotment		
6	Listing related reports		
7	Attending and resolving Investors' queries		
		(Sr. No 1-7) Re. 1/- for the entire IPO Process	

Issuer would manage insurance coverage of the issue process, as required by SEBI.

Escrow Demat account charges- Rs 50,000/-

Out of pocket expenses like communication charges, travel and courier expenses will be capped to Rs 25,000/-

Printing and stationery, Postage, and mailing charges, IPO Audit fees, Depositories charges, to be reimbursed.

Applicable taxes would be levied separately

SCHEDULE II

ALLOCATION OF ACTIVITIES PERTAINING TO THE ASSIGNMENT AMONG THE COMPANY AND THE REGISTRAR

	Activity	Party Responsible
I.	PRE- OFFER WORK	
1.	Finalization of the Bankers to Offer, list of branches (controlling (in case of Anchor Investor) and collecting branches)	Company, in consultation with the Book Running Lead Managers
2.	Design of Bid cum Application form, bank schedule, pre-printed stationery all of whom should be in conformity with Applicable Laws	Company in consultation with the Book Running Lead Managers /Registrar
3.	Preparing and issuing detailed instructions on procedure to be followed by Designated Intermediaries	Registrar in consultation with the Book Running Lead Managers
4.	Arranging dispatch of applications, schedule for listing of applications to the Designated Intermediaries	Company in consultation with the Book Running Lead Managers/Registrar
5.	Placing of orders for and procuring pre-printed stationery.	Company
II.	OFFER WORK	
1.	Expediting dispatch of final certificate from controlling branches of SCSB, Sponsor Bank(s) and obtaining the electronic Bid data (including ASBA Bid data) from the Stock Exchange(s)	Registrar
2.	Accepting and processing of application at the collection centers designated by the Company including any ASBA Applications at any SCSB, in the manner as prescribed under the SEBI ICDR Regulations	Registrar
3.	Collection of application data along with final certificate and schedule pages from controlling branches of SCSB and the Sponsor Bank	Registrar
4.	Processing all Bid cum Application Forms in respect of the Offer.	Registrar
5.	On Bid/Offer Closing Date, collect the bid file from stock exchanges and validate the DP ID, Client ID, UPI ID and PAN with the depository database and provide a file through the Book Running Lead Managers to the concerned Depository Participant of the error bids which will be considered as invalid	Registrar
6.	Informing Stock Exchange/SEBI and providing necessary certificates to Book Running Lead Managers on closure of Offer	Company/Registrar
7.	Preparing Underwriter statement in the event of under subscription after the Offer closes and seeking extension from the Stock Exchanges for processing.	Registrar/Company/Book Running Lead Managers
8.	Sending the electronic bid file for NIIs and QIBs with certain fields like application number, number of shares, amount or with any other additional fields as maybe required to all the SCSBs to facilitate validation of the Bid forms for the Bids which are entered in the Stock Exchange	Registrar
9.	Numbering of applications and bank schedule and batching them for control purposes	Registrar
10.	Transcribing information from documents to magnetic media for computer processing	Registrar
11.	Reconciliation of number of applications, securities applied and money blocked with final certificate received from the SCSB or the Sponsor Bank, as the case may be.	Registrar

	Activity	Party Responsible
12.	Reconciliation of complied data received from Stock Exchange(s) with details of collection/blocked amounts received from the Bankers to the Offer and SCSBs.	Registrar
13.	Matching the reconciled data with the depository's database for correctness of DP ID, Client ID, UPI ID and PAN quoted in the Bid downloaded from the Stock Exchanges.	Registrar
14.	Matching with bid data/reconciliation with bank schedules and the final certificate	Registrar
15.	Reject all the bids in the electronic file which do not get validated for the DP ID/Client ID/ UPI ID and/or PAN with the depository database. Reconciliation on a regular basis, the data between the Bids registered on the online bidding system of the Stock Exchanges and bank schedules and the final certificate received from the Sponsor Bank(s), Escrow Collection Banks and SCSBs	Registrar
16.	Eliminating invalid Bids and Bids below Offer Price	Registrar
17.	Uploading of beneficiary account details to Depositories	Registrar
18.	Identify and reject applications with technical faults and multiple applications with reference to regulations/guidelines/procedures. Registrar to prepare list of technical rejection case including rejected Bids based on mis-match between electronic Bid details and depositories data base. Rejections of applications based on joint discussion between Registrar, Company and Book Running Lead Managers	Registrar in consultation with the Book Running Lead Managers and Company
19.	Preparation of inverse number for applicable categories	Registrar
20.	Preparation of statement for deciding Basis of Allotment by the Company in consultation with the BRLMs and Designated Stock Exchange keeping a proper record of application and monies received from the Bidders	Registrar
21.	To give instructions to the Depositories to carry out lock-in for the pre-Offer share capital and receive confirmation from the Depositories	Registrar
22.	Finalizing basis of Allotment and obtaining approval of the Designated Stock Exchange	Company in consultation with Book Running Lead Managers/Registrar
23.	Preparation of fund transfer schedule based on the approved basis of allotment.	Registrar
24.	Preparation of list of Allottees entitled to be allocated Equity Shares.	Registrar
25.	Allotment of Equity Shares on the basis of formula devised by Stock Exchange	Company
26.	Obtaining certificate from the auditors/independent chartered accountant that the Allotment has been made as per Basis of Allotment	Company/Registrar
27.	Once Basis of Allotment is approved by Designated Stock Exchange, the Registrar shall provide the details to the Controlling Branches of each SCSB and the Sponsor Bank, along with instructions to unblock the relevant bank accounts and transfer the requisite money to the Public Offer Account with in the timelines specified by SEBI: (a). Number of shares to be allotted against each valid Bid; (b). Amount to be transferred from relevant bank account to the Public Offer Account, for each valid Bid;	Registrar


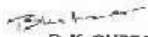
	Activity	Party Responsible
	(c). The date by which the funds referred in sub-para (b) above, shall be transferred to the Public Offer Account; (d). Details of rejected Bids, if any, along with the reasons for rejections and unsuccessful Bids, if any, to enable SCSBs or the Sponsor Bank, as the case may be, to unblock the respective bank accounts; (e). Preparing a statement of Bids rejected, separately for QIBs, Non-Institutional Investors and Retail Individual Investors, along with reasons for rejection of the Bids.	
28.	Unblocking the relevant bank account for: i) Transfer of requisite money to the Public Offer Account against each valid Bid cum Application Form ii) Rejection or unsuccessful Bid cum Application Forms	SCSB/ Sponsor Bank
29.	Preparation of reverse list, list of Allottees and non-Allottees as per the Basis of Allotment approved by Stock Exchange for applicable categories	Registrar
30.	Preparation of Allotment register-cum-return statement, Register of Members, index register (soft copy)	Registrar
31.	Credit to respective Demat accounts in time as specified in the Red Herring Prospectus and SEBI ICDR Regulations	Registrar
32.	Preparation of list of SCSBs, SEBI registered CRTAs, DPs authorized to accept and bid as per information provided on the websites of the Stock Exchanges to whom brokerage is to be paid including brokerage for bids through the E-IPO mechanism and providing Syndicate Members' performance.	Registrar
33.	Scrutiny and processing of Bids received from the Designated Intermediaries	Registrar
34.	Printing of Allotment Advice, for refunding application money	Registrar
35.	Printing postal journal for dispatching Allotment Advice cum refund orders by registered Post	Registrar
36.	Printing of distribution schedule for submission to Stock Exchange	Registrar
37.	Providing pre-printed stationery and advance amount for postage and demat uploading expenses	Company
38.	Submission of the required file to the Refund Banker for payments to be made through the electronic mode	Registrar
39.	Sending refund orders, as applicable, and refund to Bidders	Registrar
40.	Offer of duplicate refund orders, as applicable	Registrar
41.	Revalidation of refund orders, as applicable	Registrar
42.	Preparation of register of members and specimen signature cards (if required)	Registrar
43.	Overprinting of Allotment advice, intimation and refund orders	Registrar
44.	Mailing of documents by registered post	Registrar
45.	Binding of application forms, application schedule and computer outputs	Registrar
46.	Payment of consolidated stamp duty on allotment letters/share certificates issued (if applicable) or procuring and affixing stamp of appropriate value	Company
47.	Dispatch of CANs and Allotment Advice within the timeframe specified in Offer Documents and Applicable Laws.	Company/Registrar
48.	Seeking extension of time from SEBI/Ministry of Finance (Stock Exchange Division) if Allotment cannot be made within the stipulated time.	Company/ Book Running Lead Managers

	Activity	Party Responsible
49.	To ensure that the Equity Shares are issued and transferred only to permitted categories of investors	Registrar
50.	Calculation of the commission payable to Designated Intermediaries as per the timelines stipulated in the Offer Documents and SEBI circulars as applicable	Registrar
51.	To ensure that the Equity Shares are issued and transferred to persons and entities in accordance with the provisions of the Red Herring Prospectus and the Prospectus	Registrar/ Company
52.	Establishing proper grievance redressal mechanism during the period of the Offer and after the closure of the Offer, as per Offer Documents. and to ensure settlement of all investor complaints	Registrar/ Company
53.	Publishing the allotment advertisement before commencement of trading, prominently displaying the date of commencement of trading, in accordance with the prescribed timelines and the SEBI ICDR Regulations	Company / Registrar in consultation with the Book Running Lead Managers
54.	Providing all relevant reports for listing, trading of Equity Shares, within the timelines mentioned in the Offer Documents, in consultation with the Company and the Book Running Lead Managers.	Registrar
55.	Providing information for Form FC-GPR/FC-TRS, other forms for filing with Reserve Bank of India/relevant authorities in relation to allotment of shares/receipt of funds from NRIs, FPIs, non-residents etc.	Registrar
56.	Finalizing various post-Offer monitoring reports, along with relevant documents/certificates to be submitted to SEBI within the stipulated time in consultation with the Company/ Book Running Lead Managers.	Registrar
57.	Coordinating with the Stock Exchanges and Company, in consultation with the Book Running Lead Managers, for release of the security deposits provided by the Company to the Stock Exchanges in relation to the Offer.	Registrar
58.	Collection of Bid cum Application Forms from the SCSBs and Designated Intermediaries	
59.	Obtaining certification of compliance from the SCSBs for completion of unblock of funds on the Working Day subsequent to the finalization of basis of allotment and providing the same to the post-Offer BRLM	Registrar / SCSBs
60.	Submitting details of cancelled / withdrawn / deleted Bids made through the UPI Mechanism to SCSBs on a daily basis within 60 minutes of Bid closure time from the Bid / Offer Opening Date till the Bid / Offer Closing Date by obtaining the same from Stock Exchanges	Registrar
61.	To submit bank-wise details of pending applications to SCSBs for unblock, for Bids made through the UPI Mechanism, along with the allotment file	Registrar

Note: This Schedule does not contain activities in relation to ASBA. ASBA is an evolving process and is subject to continuous changes, based on experience gained in the course of the implementation of the ASBA process in other issues. The Registrar shall be responsible for ASBA-related activities, in accordance with SEBI's rules, regulations, guidelines and notifications. The scope of work of the Registrar in relation to ASBA will also include other practical points required during the Offer and in the post-Offer process, as may be directed by the Company or the Book Running Lead Managers, to the Registrar.

SCHEDULE III

CERTIFICATE OF REGISTRATION

निर्णय रजिस्टार और शेयर अंतरण अधिकर्ता	भारतीय प्रतिभूति और विनियम बोर्ड SECURITIES AND EXCHANGE BOARD OF INDIA [निर्णय रजिस्टार और शेयर अंतरण अधिकर्ता] विनियम, 1993 (Registrars to an issue and Share transfer agents) Regulations, 1993 (नियम 8) Regulation 8	REGISTRARS TO AN ISSUE AND SHARE TRANSFER AGENTS
001192	PERMANENT REGISTRATION CERTIFICATE OF REGISTRATION	Regulation 8A
I. बोर्ड, भारतीय प्रतिभूति और विनियम अधिनियम, 1956 के अंतर्गत बनाये गए नियमों और विनियमों के तहत पठित एवं अधिनियम की धारा 12 के उपबंध (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए प्रस्ताव में निर्दिष्ट निर्णय रजिस्टार और शेयर अंतरण अधिकर्ता/प्रकार में निर्णय रजिस्टार/शेयर अंतरण अधिकर्ता को इस में		
I. In exercise of the powers conferred by sub-section (1) of section 12 of the Securities and Exchange Board of India Act, 1956 read with the rules and regulations made thereunder, the Board hereby grants a certificate of registration to		
LINK INTIME INDIA PVT. LTD. C-19, KANTILAL MAGANLAL INDUSTRIAL ESTATE PANNALAL SILK MILLS COMPOUND L.B.S. MARG, BHANDUP (WEST) MUMBAI 400 078		
जो नियमों की शर्तों के अंतर्गत कर्तव्य रूप और विनियमों से बंधित क्रियान्वयन करते हैं और, जैसे तबमें विनियमित है, इसके द्वारा रजिस्ट्रार का प्रमाणपत्र		
as registrars to an issue and share transfer agent in Category I/Registrar to an issue/share transfer agent in Category II, subject to the conditions in the rules and in accordance with the regulations to carry out the activities as specified therein.		
B. निर्णय रजिस्टार और शेयर अंतरण अधिकर्ता का रजिस्ट्रेशन कोड INR000004058		
B. Registration Code for the registrar/issue and share transfer agent is		
This certificate of registration shall be valid for permanent, unless suspended or cancelled by the Board		
III. यह एक स्थायी/स्थायी न भिन्न एवं रजिस्ट्रेशन प्रमाणपत्र का विनियम है। III. Unless renewed, the certificate of registration is permanent		
स्थान Place MUMBAI		जारीता से भारतीय प्रतिभूति और विनियम बोर्ड के लिए और उसके ओर से By order For and on behalf of Securities and Exchange Board of India
जारीत Date JULY 15, 2014		B.K. GUPTA अधिकृत हस्ताक्षरकर्ता Authorized Signatory
जो कहीं न हो उसे हटा दें। *Delete whichever is not applicable		

SCHEDULE IV

LETTER OF INDEMNITY

[To be executed on stamp paper]

Date: [●], 2022

To:

JM Financial Limited (“JM”) 7 th Floor, Energy Appasaheb Marathe Marg Prabhadevi Mumbai 400 025 Maharashtra, India	ICICI Securities Limited (“I-Sec”) ICICI Venture House Appasaheb Marathe Marg Prabhadevi Mumbai 400 025 Maharashtra, India
(JM and I-Sec, along with any other book running lead managers which may be appointed in relation to the Offer, are together referred to as the “ Book Running Lead Managers ” or “ BRLMs ”)	

Re: Letter of indemnity to the Book Running Lead Managers (the “Letter of Indemnity”) by Link Intime India Private Limited (the “Registrar”) pursuant to the agreement entered into among Rashi Peripherals Limited and the Registrar dated [●], 2022 (the “Registrar Agreement”)

Dear Sir/Ma’am,

1. The Company proposes to undertake an initial public offering of equity shares of face value of INR 5 each of the Company (the “**Equity Shares**”), comprising a fresh issue of Equity Shares (the “**Fresh Issue**” or the “**Offer**”), in accordance with the Companies Act, 2013, the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018 (the “**SEBI ICDR Regulations**”) and other applicable law, at such price as may be determined through the book building process under the SEBI ICDR Regulations and agreed to by the Company, in consultation with the BRLMs (the “**Offer Price**”). The Offer may include allocation of Equity Shares to certain anchor investors, in consultation with the BRLMs, on a discretionary basis, in accordance with the SEBI ICDR Regulations. The Company may, in consultation with the BRLMs, consider a private placement of specified securities, at their discretion, prior to filing of the Red Herring Prospectus (as defined below) with the RoC (“**Pre-IPO Placement**”). If the Pre-IPO Placement is completed, the amount raised pursuant to the Pre-IPO Placement will be reduced from the Fresh Issue.
2. The Company, after consultation with the Book Running Lead Managers, has approached the Registrar to act as the registrar to the Offer in accordance with the SEBI ICDR Regulations and Securities and Exchange Board of India (Registrars to an Issue and Share Transfer Agents) Regulations, 1993, as amended (the “**SEBI RTA Regulations**”). The terms and conditions detailed in the Registrar Agreement including the activities pertaining and services provided by the Registrar are hereinafter collectively referred to as the “**Assignment**” and include all duties, obligations and responsibilities required to be discharged by a registrar to an issue in the manner as required to be discharged under the various rules and regulations, as applicable, notified and prescribed by the Securities and Exchange Board of India (“**SEBI**”) as empowered under the provisions of the Securities and Exchange Board of India Act, 1992, as amended (the “**SEBI Act**”). The Board of Directors of the Company (or a duly authorized committee thereof) has approved the appointment of the Registrar as the registrar to the Offer pursuant to a resolution dated September 23, 2022.

3. The Registrar confirms that it is an entity registered with the SEBI under the SEBI RTA Regulations having a valid and subsisting registration no. INR000004058 to act as the registrar to the Offer and the Registrar has accepted the Assignment in terms of the Agreement.
4. The Registrar confirms that it has read and is fully aware of all relevant provisions of the SEBI ICDR Regulations, the SEBI RTA Regulations and other applicable laws including relevant circulars, guidelines and regulations issued by SEBI (including in relation to ASBA and UPI) in this regard in relation to its scope of work to be undertaken under the Registrar Agreement and is fully aware of its duties, responsibilities, obligations and the consequences of any error, failure, deficiency or default on its part.
5. The Registrar acknowledges that the Book Running Lead Managers may be exposed to liabilities or losses if there is error or failure by the Registrar in performing the Assignment or if the Registrar fails to comply with any of its duties, obligations and responsibilities under the Registrar Agreement and other legal requirements applicable to it in relation to the Offer.
6. The Registrar undertakes to the Book Running Lead Managers that it shall act with due diligence, care and skill and in accordance with applicable law while discharging the Assignment and its duties, responsibilities and obligations under the Registrar Agreement and this Letter of Indemnity. The Registrar further represents, warrants and undertakes to the Book Running Lead Managers to:
 - (a) fully co-operate and comply with any instruction the Book Running Lead Managers may provide in respect of the Offer;
 - (b) ensure compliance with applicable law including provisions of (i) the SEBI circular No. CIR/CFD/DIL/3/2010 dated April 22, 2010, (ii) the SEBI circular No. CIR/CFD/DIL/1/2011 dated April 29, 2011, (iii) the SEBI Circular No. CIR/CFD/14/2012 dated October 4, 2012, (iv) the SEBI circular No. CIR/CFD/DIL/4/2013 dated January 23, 2013, (v) the SEBI Circular No. CIR/CFD/POLICYCELL/11/2015 dated November 10, 2015, (vi) the SEBI circular No. CIR/CFD/DIL/1/2016 dated January 1, 2016, (vii) the SEBI Circular No. CIR/CFD/DIL/CIR/P/2016/26 dated January 21, 2016, (viii) the SEBI Circular No. CIR/CFD/DIL/CIR/P/2018/22 dated February 15, 2018, (ix) the SEBI Circular No. SEBI/HO/CFD/DIL2/CIR/P/2018/138 dated on November 1, 2018, (x) the SEBI Circular No. SEBI/HO/CFD/DIL2/CIR/P/2019/50 dated April 3, 2019, (xi) the SEBI Circular No. SEBI/HO/CFD/DIL2/CIR/P/2019/76 dated June 28, 2019, (xii) the SEBI Circular No. SEBI/HO/CFD/DIL2/CIR/P/2019/85 dated July 26, 2019, (xiii) SEBI Circular No. SEBI/HO/CFD/DCR2/CIR/P/2019/133 dated November 8, 2019; (xiv) SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2020/50 dated March 30, 2020; (xv) SEBI Circular No. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021; (xvi) SEBI Circular No. SEBI/HO/CFD/DIL1/CIR/P/2021/47 dated March 31, 2021; (xvii) the SEBI Circular No. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021; (xviii) the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/45 dated April 5, 2022; (xix) the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/51 dated April 20, 2022; (xx) the SEBI circular no. SEBI/HO/CFD/DIL2/CIR/P/2022/75 dated May 30, 2022 and (xxi) the SEBI ICDR Regulations, along with any and all amendments, changes and subsequent circulars issued by the SEBI from time to time in this regard; and
 - (c) comply with the terms and conditions of the Registrar Agreement and this Letter of Indemnity.

7. Further, pursuant to the provisions of the Registrar Agreement and in consideration of its appointment as the 'Registrar to the Offer', the Registrar has undertaken to execute and deliver this Letter of Indemnity to each of the Book Running Lead Managers to indemnify, at all times, each of the Book Running Lead Managers and their respective Affiliates, and their directors, management, representatives, employees, advisors, officers, agents, successors and permitted assigns or other persons acting on its behalf and each other person if any, that directly or indirectly, through one or other intermediaries, controls or is controlled by or is under common control with such indemnified persons (collectively, the "**BRLM Indemnified Parties**"), from and against any and all suits, demands, proceedings, claims, actions, losses, liabilities, claims for fees, damages, actions, awards, judgments, costs, professional fees, other charges, and expenses (including without limitation, interest, penalties, attorney's fees, accounting fees, losses arising from the difference or fluctuation in exchange rates of currencies and investigation costs, professional fees and court costs arising out of such breach out or alleged breach), and all other liabilities arising out of, or in connection with the Registrar's performance of the Assignment and duties, obligations and responsibilities or error or failure to deliver the services contemplated under the Registrar Agreement and this Letter of Indemnity.
8. The Registrar acknowledges and agrees that entering into the Registrar Agreement for performing its services to the Company is sufficient consideration for this Letter of Indemnity to be issued in favor of the BRLMs and the obligations of the Registrar under the Registrar Agreement are incorporated in this Letter of Indemnity *mutatis mutandis*.
9. Accordingly, the Registrar hereby unconditionally and irrevocably undertakes and agrees that in case of breach or alleged breach or failure, deficiency, omission or error in performance of or compliance with any provision of law, regulation or order of any court or regulatory, statutory, judicial, quasi-judicial, governmental and or/ administrative authority or from its own breach, delay, fraud, misconduct, negligence, wilful default or bad faith, if any, in performing its duties, obligations and responsibilities or of any of the terms and conditions or covenants, undertakings, representations and warranties mentioned in the Registrar Agreement or this Letter of Indemnity by the Registrar and/or its partners, representatives, officers, directors, management, employees, advisors and agents or other persons acting on its behalf, and/or if any information provided by the Registrar to the Book Running Lead Managers is untrue, incomplete or incorrect in any respect, the Registrar shall, at its own cost and expense, indemnify, defend and hold each of the BRLM Indemnified Parties free and harmless from and against any and all suits, demands, proceedings, claims, actions, losses, liabilities, claims for fees, damages, actions, awards, judgments, costs, professional fees, other charges and expenses (including without limitation, interest, penalties, attorney's fees, accounting fees, losses arising from the difference or fluctuation in exchange rates of currencies and investigation costs, professional fees and court costs arising out of such breach out or alleged breach), and all other liabilities, which may be made or commenced by the Bidders for the Equity Shares (including ASBA Bidders), any holder of the Equity Shares or third party, whether or not such BRLM Indemnified Party is a party to, arising out of, or in connection with, any breach or alleged breach of any representation, warranty or undertaking, any provision of law, regulation, or order of any court, regulatory, statutory, judicial, quasi-judicial, governmental and or/ administrative authority, or any of the terms and conditions and representations and warranties set out in the Registrar Agreement, or any delay, failure, negligence, wilful default, bad faith, fraud or misconduct, in the performance of the Registrar's obligation and responsibilities under the Registrar Agreement or this Letter of Indemnity, or against the BRLM Indemnified Party, as a consequence of any act or omission of, or any failure, negligence, deficiency, error, or default, on the part of the Registrar or any of its partners, representatives, directors, management, officers, employees, advisors or agents in performing or fulfilling any of its functions, duties, obligations and services under the Registrar Agreement and this Letter of Indemnity, including without limitation, against any fine imposed by the SEBI or any other governmental, regulatory, quasi-judicial, judicial and/or administrative authority. The Registrar shall further indemnify and refund on demand all costs incurred by each of the BRLM Indemnified Parties in

connection with investigating, preparing or defending any investigative, administrative, judicial, quasi-judicial, governmental, statutory and/or regulatory action or proceeding in any jurisdiction related to or arising out of the Registrar's activities, services, or role in the connection with the Offer, whether or not in connection with pending or threatened litigation to which any of the BRLM Indemnified Parties is a party, in each case as such expenses are incurred or paid, including, in addressing investor complaints which otherwise would have been addressed by the Registrar in the performance of the services contemplated under the Registrar Agreement and this Letter of Indemnity including any compensation or other amounts payable or paid by the BRLMs on account of delays in redressal of grievances in relation to the unblocking of UPI Bids or any other reason, in accordance with the SEBI Circular no. SEBI/HO/CFD/DIL2/CIR/P/2021/2480/1/M dated March 16, 2021 and SEBI Circular no. SEBI/HO/CFD/DIL2/P/CIR/2021/570 dated June 2, 2021 and in responding to queries relating to such services from the SEBI and/or the Stock Exchanges and/or any other statutory, judicial, quasi-judicial, administrative, governmental and/or regulatory authority or a court of law.

10. This Letter of Indemnity shall be effective from the date of execution of the Registrar Agreement. Further, this Letter of Indemnity shall survive the expiry or termination of the Registrar Agreement. The provisions of this Letter of Indemnity are not affected by any other terms (including any limitations) set out in the Registrar Agreement and shall be in addition to any other rights that the BRLM Indemnified Party may have at common law, equity and/or otherwise.
11. This Letter of Indemnity may be amended or altered only with the prior written approval of the Book Running Lead Managers.
12. The Registrar acknowledges and agrees that each of the Book Running Lead Managers shall have all the rights specified under the provisions of Registrar Agreement but shall not have any obligations or liabilities to the Registrar or the Company or any other party, expressed or implied, direct or indirect, under the terms of the Registrar Agreement or this Letter of Indemnity.
13. The Registrar acknowledges and agrees that all terms and conditions mentioned in the Registrar Agreement will apply to this Letter of Indemnity, wherever applicable.
14. The Registrar hereby agrees that failure of any of the BRLMs' Indemnified Party to exercise part of any of its right under this letter in one or more instances shall not constitute a waiver of those rights in another instance or a waiver by any other BRLMs' Indemnified Party of any of its rights established herein.
15. This Letter of Indemnity may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.
16. This Letter of Indemnity may be executed by delivery of a PDF format copy of an executed signature page with the same force and effect as the delivery of an originally executed signature page. In the event any of the parties delivers a PDF format copy of a signature page to this Letter of Indemnity, such party shall deliver an originally executed signature page within seven Working Days of delivering such PDF format copy of the signature page or at any time thereafter upon request; provided, however, that the failure to deliver any such originally executed signature page shall not affect the validity of the signature page delivered by in PDF format.
17. In the event of any inconsistency between the terms of this Letter of Indemnity and the Registrar Agreement, the terms of this Letter of Indemnity shall prevail vis-à-vis the contents mentioned therein.

18. Notwithstanding anything contained in the Registrar Agreement, if any dispute, difference or claim arises between the parties hereto in connection with this Letter of Indemnity or the validity, interpretation, implementation, breach or alleged breach of the terms of this Letter of Indemnity or anything done or omitted to be done pursuant to this Letter of Indemnity, then any party may refer the dispute for resolution to an arbitration tribunal consisting of three arbitrators (one to be appointed by the Registrar, one by the BRLMs jointly, and one jointly by the appointed arbitrators). All proceedings in any such arbitration shall be conducted under The Arbitration and Conciliation Act, 1996 (“Arbitration Act”) or any re-enactment thereof and shall be conducted in English. The arbitration shall take place in Mumbai (seat and venue). The parties shall share the costs of such arbitration equally, unless awarded or fixed otherwise by the arbitration tribunal. The arbitral award shall be final, conclusive and binding on the parties. This Letter of Indemnity, the rights and obligations hereunder, and any claims or disputes relating thereto, shall be governed and construed in accordance with the laws of India.
19. In case of any dispute in between the BRLMs and Registrar in relation to this Letter of Indemnity, the courts at Mumbai, India, shall have sole and exclusive jurisdiction over all matters arising out of the arbitration proceedings mentioned herein below, including with respect to grant of interim and/or appellate reliefs, brought under the Arbitration Act.
20. All capitalized terms not defined herein unless specifically defined in the Registrar Agreement or required by the context in which they are referred to shall have a meaning ascribed to such terms in the Draft Red Herring Prospectus, the Red Herring Prospectus and the Prospectus filed by the Company with the regulatory authorities in connection with the Offer.
21. All notices and communications issued under this Letter of Indemnity or the Registrar Agreement shall be in writing and delivered in person, or sent by courier or by registered mail, postage prepaid, or transmitted by e-mail, with acknowledgement of receipt requested, and properly addressed as each party specified below or sent to such other addresses or e-mail addresses as each party below may notify in writing to the other, and shall be deemed to have been received upon having been duly delivered (if sent in person or by courier or by registered mail) or if electronically confirmed (if sent by email) to the other.

In case of the Book Running Lead Managers:

JM Financial Limited

7th Floor, Cnergy
Appasaheb Marathe Marg
Prabhadevi
Mumbai 400 025
Maharashtra, India
Tel: +91 22 6630 3196
Email: Kamal.Sultania@jmfl.com
Attention: Kamal Sultania

ICICI Securities Limited

ICICI Venture House
Appasaheb Marathe Marg
Prabhadevi
Mumbai 400 025
Maharashtra, India
Tel: +91 22 6807 7100
Email: rptech.ipo@icicisecurities.com
Attention: Prem D’Cunha

In case of the Registrar:

Link Intime India Private Limited

C-101, 1st Floor, 247 Park,
L.B.S. Marg, Vikhroli (West),
Mumbai 400 083,
Maharashtra, India

Tel: 022 4918 6000

Email: haresh.hinduja@linkintime.co.in

Attention: Haresh Hinduja, Head-Primary Market

Signature page to the Letter of Indemnity executed by Link Intime India Private Limited in favour of JM Financial Limited and ICICI Securities Limited in relation to the initial public offering of equity shares of Rashi Peripherals Limited

Yours sincerely,

For and on behalf of **Link Intime India Private Limited**

Authorized Signatory

Name:

Designation:

Signature page to the Letter of Indemnity executed by Link Intime India Private Limited in favour of JM Financial Limited and ICICI Securities Limited in relation to the initial public offering of equity shares of Rashi Peripherals Limited

For and on behalf of **JM Financial Limited**

Authorized Signatory

Name:

Designation:

Signature page to the Letter of Indemnity executed by Link Intime India Private Limited in favour of JM Financial Limited and ICICI Securities Limited in relation to the initial public offering of equity shares of Rashi Peripherals Limited

For and on behalf of **ICICI Securities Limited**

Authorized Signatory

Name:
Designation: